

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY**

BETWEEN:

NATIONAL BANK OF CANADA

I hereby certify this to be a true copy of
the original Order
Dated this 5 day of Nov., 2009
B. M. A. S.
for Clerk of the Court Plaintiff

- and -

**ACTION ENERGY INC., NORTHERN GAS MARKETING INC. and GRIFFON
PETROLEUM INC.**

Defendants

Before The Honourable Madam Justice
B.E.C. Romaine In Chambers

) At the Courts Centre, in the City of Calgary, in
) the Province of Alberta, on Thursday, the 5th
) day of November, 2009.
)

ORDER

UPON the application of Ernst & Young Inc. in its capacity as Receiver and Receiver and Manager (the “**Receiver**”) of Action Energy Inc. (“**Action**”); **AND UPON** reading the First Report of the Receiver dated November 2, 2009, filed, and the Asset Purchase and Sale Agreement dated October 30, 2009 between the Receiver and Westfire Energy Ltd. (the “**ASA**”) attached thereto; **AND UPON** hearing counsel for the Receiver and counsel for other interested parties; **AND UPON** it appearing that the ASA is in the best interests of Action and its creditors;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. Service of notice of this application and the supporting materials is deemed to be good and sufficient, and the time for service is abridged to the time actually given;

Defined Terms

2. All capitalised terms not defined herein shall have the meanings defined in the First Report of the Receiver and the ASA (as applicable);

Approval of the Transaction

3. The ASA is commercially reasonable and is hereby authorised and approved. The Receiver is hereby authorised and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the terms of the ASA.
4. The Receiver is hereby authorised and directed to perform or cause to be performed the covenants of the ASA substantially in accordance with its terms, subject to such amendments as the Receiver and the Purchaser may approve which do not materially and adversely affect the terms therein;
5. The Non-Completion Amount and the security interest granted in support thereof in the ASA are hereby authorised and approved;
6. The Receiver shall be at liberty to apply for an Order vesting title to the assets subject to the ASA in the Purchaser prior to the Closing Date if the Receiver reasonably believes that the Closing will occur and a Third Party Sale is not anticipated;

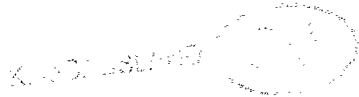
Miscellaneous

7. This Honourable Court hereby requests the aid and recognition of any court or administrative body in any province of Canada, the Federal Court of Canada, any administrative tribunal or other court constituted pursuant to the Parliament of Canada or any of its provinces or territories and any federal or state court or administrative body in the United States of America or any other foreign courts or any administrative body or other tribunal to act in aid of and to be complimentary to this Court in carrying out the terms of this Order;

8. The Receiver is at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

"BEC Romaine"
J.C.C.Q.B.A.

ENTERED this 5 day of November, 2009.



Clerk of the Court of Queen's Bench

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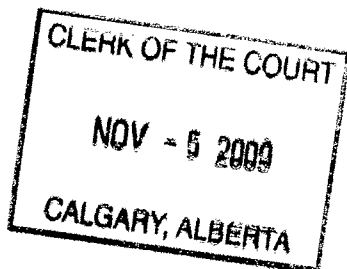
Plaintiff

- and -

**ACTION ENERGY INC., NORTHERN GAS
MARKETING INC. and GRIFFON PETROLEUM
INC.**

Defendants

ORDER



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