I hereby certify this to be a true copy of
the original order
dated this 5 day of July 2018

for Clerk of the Court

Clerk's stamp:

JUDICIAL CENTRE OF CALGARY
FILED
JUL 05 2018
CALGARY
CLERK OF THE COURT

COURT FILE NUMBER	1801-09424
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF RANCH ENERGY CORPORATION, OPSMOBIL INC., 1734163 ALBERTA INC., 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.
APPLICANTS	RANCH ENERGY CORPORATION, OPSMOBIL INC., 1734163 ALBERTA INC., 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.
RESPONDENT	THIRD EYE CAPITAL CORPORATION
COURT FILE NUMBER	1801-09188
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE RECEIVERSHIP OF OPSMOBIL INC., RANCH ENERGY CORPORATION, 1734163 ALBERTA INC., 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.
APPLICANT	THIRD EYE CAPITAL CORPORATION
RESPONDENTS	RANCH ENERGY CORPORATION, OPSMOBIL INC., 1734163 ALBERTA INC., 1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL

	ENERGY SERVICES INC. and K.L. CAPITAL CORP.
DOCUMENT	**ORDER FOR INTERIM STAY**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Gowling WLG (Canada) LLP** 1600 – 421 7th Ave SW Calgary, AB T2P 4K9 Telephone: 403-298-1938 / 403-298-1831 Facsimile: 403-695-695-3538 Email: tom.cumming@gowlingwlg.com / anthony.mersich@gowlingwlg.com File Number: V41817

DATE ON WHICH ORDER WAS PRONOUNCED: July 4, 2018

NAME OF JUDGE WHO MADE THIS ORDER: Honourable Justice B.E.C. Romaine

LOCATION OF HEARING: Calgary

UPON the application of (1) Ranch Energy Corporation, OPS Mobil Inc., 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc., OpsMobil Construction Inc., OpsMobil Energy Services Inc. and K.L. Capital Corp. (collectively, the "**Companies**") for an initial order under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "***CCAA***" and such application the "***CCAA* Application**"); and (2) the application of Third Eye Capital Corporation ("**Third Eye**") to appoint Ernst & Young Inc. ("**E&Y**") as receiver of the assets, undertakings and property of the Companies (the "**Receivership Application**"); AND UPON having read the *CCAA* Application, the Affidavit of Ryan Tobber sworn July 3, 2018, the Pre-Filing Report of Alvarez & Marsal Canada Inc., the proposed monitor in the *CCAA* Application, dated July 3, 2018, the Receivership Application, the Affidavit of Mark Horrox sworn June 28, 2018, the Affidavit of Casey Howell sworn July 4, 2018; and the Affidavit of Kenneth I. Mizera sworn June 29, 2018; AND UPON hearing counsel for the Companies and Third Eye; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPLICATION

2. The Companies' application for an initial order pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 is hereby adjourned to July 10, 2018 to be heard concurrently with the Receivership Application.

3. This Order is without prejudice to the respective positions of the Companies and Third Eye on the merits of the *CCAA* Application or the Receivership Application and any of the relief sought therein.

POSSESSION OF PROPERTY AND OPERATIONS

4. The Companies shall:

   (a) remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**");

   (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property; and

   (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order,

   provided that notwithstanding the terms of this Order, until further Order of this Court, (i) Airborne Energy Solutions Inc. ("**AES**") shall continue to be in possession of and to operate the aerial surveillance and scanning, chemical spraying and local charter business (the "**Aircraft Assets**") that are the object of the purchase and sale agreement dated December 14, 2017 between OpsMobil and AES; and (ii) the revenues arising from the Assets will continue to be subject to the terms of the Order of the Honourable Madam Justice Eidsvik in Court of Queen's Bench of Alberta Action No. 1801-08383 pronounced on June 14, 2918 (the "**Aircraft Revenues**").

NO PROCEEDINGS AGAINST THE *COMPANIES* OR THE PROPERTY

5. Until and including July 10, 2018 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Companies, or affecting the Business or the Property of the Companies, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Companies or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court, save and except for the filling and service of materials in relation to the Receivership Application.

NO EXERCISE OF RIGHTS OR REMEDIES

6. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Companies, or affecting the Business or the Property of the Companies, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:

   (a) empower the Companies to carry on any business which the Companies are not lawfully entitled to carry on;

   (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the *CCAA*;

   (c) prevent the filing of any registration to preserve or perfect a security interest; or

   (d) prevent the registration of a claim for lien.

7. Nothing in this Order shall prevent any party from taking an action against the Companies where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order.

NO INTERFERENCE WITH RIGHTS

8. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Companies, except with the written consent of the Companies, or leave of this Court.

CONTINUATION OF SERVICES

9. During the Stay Period, all persons having:

   (a) statutory or regulatory mandates for the supply of goods and/or services; or

   (b) oral or written agreements or arrangements with the Companies, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Companies,

   are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Companies or exercising any other remedy provided under such agreements or arrangements. The Companies shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Companies in accordance with the payment practices of the Companies, or such other practices as may be agreed upon by the supplier or service provider, or as may be ordered by this Court. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

10. During the Stay Period, and except as permitted by subsection 11.03(2) of the *CCAA*, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Companies with respect to any claim against the directors or

officers that arose before the date hereof and that relates to any obligations of the Companies whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Companies, if one is filed, is sanctioned by this Court or is refused by the creditors of the Companies or this Court or a receiver is appointed over its Property.

CRITICAL PAYMENTS DURING THE STAY PERIOD

11. To the extent that the Companies believe necessary, Third Eye shall provide funds in accordance with the cash flows prepared by the Companies and approved by E&Y during the Stay Period up to the amount $856,000 (the "**Borrowing Limit**") to permit the Companies to pay the critical suppliers contemplated thereby (the "**Interim Borrowings**"), provided that all revenues received by any of the Companies party to and bound by the existing blocked account arrangements with Third Eye continue to be deposited in such blocked accounts, and further that a $300,000 pre-payment contemplated by the cash flows has been deposited in such blocked accounts.

12. The Interim Borrowings shall bear interest at the rate of 12% per annum, calculated and compounded monthly, and payable on the earlier of the termination of the Stay Period or further order of this Court.

13. Third Eye shall be entitled to the benefits of and is hereby granted a charge (the "**Charge**") on the Property to secure the Interim Borrowings, which charge shall not exceed an aggregate amount of the Borrowing Limit plus interest on advances under the Interim Borrowing, as security for the Interim Borrowings, the filing, registration or perfection of which Charge shall not be required, and which Charge shall be valid and enforceable for all purposes, including against any right, title or interest filed, registered, recorded or perfected subsequent to the Charge coming into existence, shall be treated as an interim charge for the purposes of section 11.2 of the *CCAA*, in the event that the *CCAA* Application is granted, and a charge under paragraph 19 of the draft order appointing a receiver, in the event that the Receivership Application is granted. If the *CCAA* Application is granted, the Charge will rank in priority to any other interim

financing charge granted pursuant to section 11.2 of the *CCAA*, provided that a party providing initial financing shall be entitled to payout such Interim Borrowings together with interest thereon and subrogate to Third Eye's position in respect of such Charge.

14. The Charge shall constitute a charge on the Property and subject always to section 34(11) of the *CCAA* such Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, provided that if it is determined by final decision of a court of competent jurisdiction that AES is entitled to the Aircraft Assets and the Aircraft Revenues, the Charge will not attach to the Aircraft Assets and the Aircraft Revenues to the extent of that entitlement.

15. The Charge shall not be rendered invalid or unenforceable and the rights and remedies of Third Eye thereunder shall not otherwise be limited or impaired in any way by:

(a) the pendency of these proceedings and the declarations of insolvency made in this Order;

(b) any application(s) for bankruptcy order(s) issued pursuant to *Bankruptcy and Insolvency Act* (the "***BIA***"), or any bankruptcy order made pursuant to such applications;

(c) the filing of any assignments for the general benefit of creditors made pursuant to the *BIA*;

(d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(i) the creation of the Charge shall not shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which it is a party; and

(ii) Third Eye shall have no any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charge; and

(iii) the granting of the Charge does not and will not constitute a preference, fraudulent conveyance, transfer at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

16. Third Eye shall be treated as unaffected in any plan of compromise or arrangement filed by the Companies under the *CCAA*, or any proposal filed by the Companies under the *BIA*, with respect to the Interim Borrowings.

GENERAL

17. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Companies and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Companies as may be necessary or desirable to give effect to this Order, or to assist the Companies in carrying out the terms of this Order.

18. The Companies shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

19. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

Justice of the Court of Queen's Bench of Alberta