

COURT FILE NUMBER 1801-09188
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANTS THIRD EYE CAPITAL CORPORATION

RESPONDENTS RANCH ENERGY CORPORATION, OPSMOBIL INC.,
1734163 ALBERTA INC., 1859821 ALBERTA INC.,
OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION
INC., OPSMOBIL ENERGY SERVICES INC., AIR
DALLAIRE LTD., and K.L. CAPITAL CORP.

DOCUMENT **ORDER**

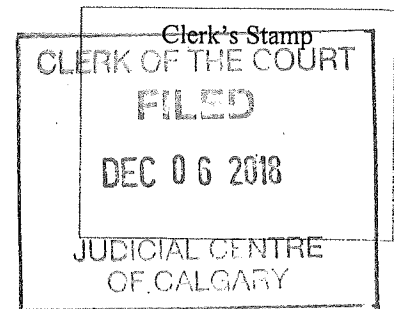
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Robyn Gurofsky
Borden Ladner Gervais LLP
1900, 520 3rd Ave. S.W.
Calgary, AB T2P 0R3
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Email: RGurofsky@blg.com
File No. 413255.63

DATE ON WHICH ORDER WAS PRONOUNCED: November 30, 2018

NAME OF JUSTICE WHO MADE THE ORDER: The Honourable Justice B.E.C. Romaine

LOCATION OF HEARING: Calgary, Alberta

UPON the application (the "**Application**") of Ernst and Young Inc., in its capacity as court appointed receiver and manager (the "**Receiver**") of OpsMobil Inc. and the other respondents named hereto (together, "**OpsMobil**") to ground the fleet of OpsMobil aircraft in the possession of Airborne Energy Solutions Inc. ("**AES**"); **AND UPON** having read the Application, the Fifth Report of the Receiver dated November 30, 2018 and prior reports of the Receiver filed in the within proceedings including the First Report of the Receiver dated August 8, 2018 and the Second Report of the Receiver dated September 24, 2018, as well as the materials placed before the Court by AES; **AND UPON** hearing from counsel for the Receiver, counsel for AES and counsel for Third Eye Capital Corporation; **AND UPON** noting that the



relief sought is necessary in the circumstances to protect the interests of the OpsMobil estate:

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of notice of this application is hereby abridged and service is deemed good and sufficient.
2. AES is hereby directed to:
 - a) name "Ernst and Young Inc. in its capacity as court appointed receiver of OpsMobil Inc., OpsMobil Group Inc. and OpsMobil Energy Services Inc." as sole loss payee under the insurance policy obtained by AES in respect of certain aircraft assets, reflected in the Certificate of Insurance presented by AES to this Court attached as schedule "A" hereto (the "**Insurance Policy**"); and
 - b) revise the Notice of cancellation portion of the Insurance Policy such that the Receiver shall have no less than 5 days' notice prior to any cancellation of the Insurance Policy,with proof that the Receiver is so named and that the notice of cancellation portion of the Insurance Policy is so amended being provided to the Receiver no later than 11:59 p.m. on November 30, 2018, failing which as of 12:00 a.m. December 1, 2018, AES, together with any of its affiliates, assigns, lessees or any other party operating the aircraft assets listed in the Insurance Policy (the "**Aircraft Assets**"), shall be prohibited from operating or flying the Aircraft Assets, and in such event, all of the Aircraft Assets shall be grounded effective as of 12:00 a.m. December 1, 2018.
3. In the event of a loss in respect of the Aircraft Assets and a payout under the Insurance Policy to the Receiver as loss payee thereunder, the Receiver shall hold any insurance proceeds in trust and shall make no distribution of such insurance proceeds unless an agreement has been reached as between the Receiver and AES in respect thereof, or an order of the Court has been issued authorizing such distribution.
4. AES is directed to pay the Receiver's costs of this application in such amount to be agreed upon by the parties or in the event no such agreement can be reached, in an amount to be directed by the Court.

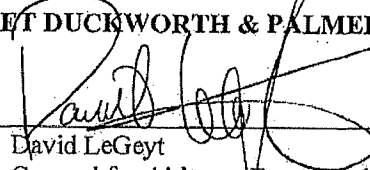

Justice of the Court of Queen's Bench of Alberta

J. T. EAMON, JQB (Rule 13.1)

AGREED AS TO ORDER GRANTED THIS 30th DAY OF NOVEMBER, 2018 BY:

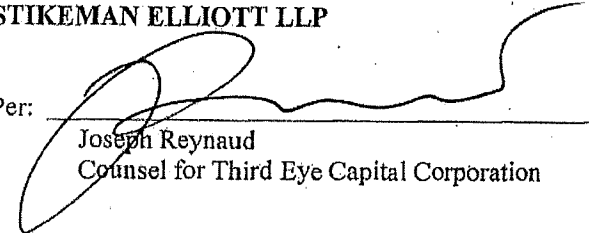
BURNET DUCKWORTH & PALMER LLP

Per: _____


David LeGeyt
Counsel for Airborne Energy Solutions Inc.

STIKEMAN ELLIOTT LLP

Per: _____


Joseph Reynaud
Counsel for Third Eye Capital Corporation

SCHEDULE "A"



Certificate of Insurance

No.: AES-2018-9

Dated: November 30, 2018

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder:

Ernst and Young Inc. in its capacity as court appointed receiver of
OpsMobil Group Inc. et al and not its personal capacity
2200 - 215 2nd Street SW
Calgary, AB T2P 1M4

Attn.: Peter Chisholm , Email: peter.chisholm@ca.ey.com

Named Insured and Address:

Airborne Energy Solutions Inc.
P.O. Box 1229
Hangar #1, Whitecourt Airport
Whitecourt, AB T7S 1P1

This certificate is issued regarding:

Evidence of Insurance

Interest(s) Insured:

- 1) FULL FLIGHT RISKS: C-FIGL s/n 17281270 Cessna 172R, \$200,000 Agreed Value, Maximum Three (3) Passenger Seats Insured
- 2) FULL FLIGHT RISKS: C-GAEN s/n 172S8355 Cessna 172S, \$200,000 Agreed Value, Maximum Three (3) Passenger Seats Insured
- 3) FULL FLIGHT RISKS: C-GDHR s/n 17281007 Cessna 172R, \$200,000 Agreed Value, Maximum Three (3) Passenger Seats Insured
- 4) FULL FLIGHT RISKS: C-GFXS s/n 172S8358 Cessna 172S, \$200,000 Agreed Value, Maximum Three (3) Passenger Seats Insured
- 5) FULL FLIGHT RISKS: C-GFYK s/n U206-03350 Cessna U206F, \$250,000 Agreed Value, Maximum Five (5) Passenger Seats Insured
- 6) FULL FLIGHT RISKS: C-FZGP s/n 940 Bell 206B, \$450,000 Agreed Value, Maximum Four (4) Passenger Seats Insured
- 7) GROUND RISKS ONLY: C-FZHG s/n 31-753 Piper PA-31, \$200,000 Agreed Value, Zero (0) Passenger Seats Insured

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
AIRCRAFT • Aircraft Hull Physical Damage All Risks Flight & Ground Coverage • Aircraft Hull Physical Damage Ground Coverage ONLY	Global Aerospace Underwriting Managers Limited (Lead) and other participating insurers	21301501-AB-18	Dec 01, 2018 to Dec 01, 2019	Aircraft Hull Agreed Value	subject to Policy Deductibles
AIRCRAFT • Aircraft Legal Liability covering Bodily Injury / Property Damage inclusive of Liability to Third Parties and/or Passengers • Inclusive of Liability for Baggage and/or Cargo • STATIC Aircraft Legal Liability covering Third Party Bodily Injury / Property Damage	Global Aerospace Underwriting Managers Limited (Lead) and other participating insurers	21301501-AB-18	Dec 01, 2018 to Dec 01, 2019	Aircraft Legal Liability Combined Single Limit	CDN 10,000,000 Any One Aircraft, Any One Occurrence

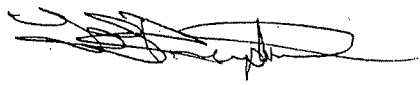
Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited

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Livingston Place, Suite 1100
Calgary, AB T2P 0B4
Telephone: (403)-4763423
Fax: (403)-2905589
todd.kemphorne@marsh.com

Marsh Canada Limited

By: 
Todd Kempthorne