

COURT FILE NUMBER 1501-09111

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF HALLMARK RESOURCES LTD.

DEFENDANT AQUA-PURE VENTURES INC.

DOCUMENT **ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
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Attention: Alexis Teasdale
Telephone No.: 403-298-3067
Fax No.: 403-265-7219
Client File No.: 29736-27

DATE ON WHICH ORDER WAS PRONOUNCED: August 25, 2015

LOCATION OF HEARING OR TRIAL: Calgary Courts Centre

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

UPON THE APPLICATION of Grant Thornton Limited (the "Receiver") as Court-Appointed Receiver of Aqua-Pure Ventures Inc. ("Aqua-Pure"); AND UPON reviewing the Receivership Order of Justice K. Yamauchi dated August 18, 2015; AND UPON reading the Notice of Application of the Receiver filed August 21, 2015 and the First Report of the Receiver dated and filed August 24, 2015 and the Confidential Appendix thereto; AND UPON hearing from counsel for the Receiver, Hallmark Resources Ltd., and any other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of the Notice of Application for this Order is hereby validated and deemed good and sufficient, this application is properly returnable today, and no person other than those persons served is entitled to service of the Notice of Application.

Approval of Amending Agreement and Loan

2. The Amendment to Equipment Conditional Sale Agreement among Aqua-Pure, Fountain Quail Water Management LLC ("Fountain Quail") and Eureka Resources LLC ("Eureka") dated August 24, 2015 (the "Amending Agreement") is hereby approved and the Receiver, for and on behalf of Aqua-Pure, is hereby authorized to take any and all such steps and execute any and all such deeds, documents, and instruments, as may reasonably be necessary to consummate any and all transactions contemplated by the Amending Agreement (collectively, the "Transactions"), substantially in accordance with the terms of the Amending Agreement.
3. The Transactions shall not be void or voidable at the insistence of any persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, co-ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or agents, trustees, executives, administrators, or other legal representatives, including for greater certainty and without limiting the generality of the foregoing: (i) any persons served (either directly or through their solicitors) with the Notice of Application; and (ii) the beneficiary of any claims created or provided for pursuant to any previous Order in these proceedings including, without limitation, the Receivership Order (collectively, the "Claimants") and such Transactions shall not constitute nor shall be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B 3, as amended or any other applicable federal or provincial legislation, and the Transactions or any actions taken therewith, shall not constitute conduct meriting an oppression remedy.
4. The Receiver is hereby authorized to advance, in its discretion, funds received from Eureka pursuant to the Amending Agreement to Fountain Quail in the form of a secured

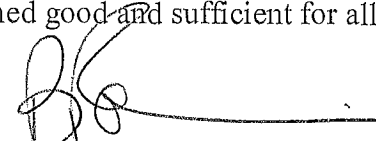
loan, to be secured by the General Security Agreement between Aqua-Pure and Fountain Quail dated April 2, 2012.

Sealing

5. Confidential Appendix 3 to the First Report of the Monitor dated August 24, 2015 (the "Confidential Appendix") shall be sealed on the Court file and shall not form part of the public record, notwithstanding Division 4, Part 6 of the *Alberta Rules of Court*.
6. The Clerk of this Honourable Court shall file the Confidential Appendix in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY GRANT THORNTON LIMITED, IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF AQUA-PURE VENTURES INC. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE SEALING ORDER ISSUED BY MADAM JUSTICE B.E. ROMAINE ON AUGUST 25, 2015.

7. The Receiver shall serve by courier, fax transmission, email transmission or ordinary post, a copy of this Order on all parties present at this Application and on all parties who received notice of this Application or who are presently on the service list established in these proceedings and such service shall be deemed good and sufficient for all purposes.



M.J.C.Q.B.A. or Clerk of the Court
