COURT FILE NUMBER	1501-09111	Clerk's Stamp CLERK OF THE COURT FILED NOV 20 2015 JUDICIAL CENTRE OF CALGARY
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	HALLMARK RESOURCES LTD.	
DEFENDANT	AQUA-PURE VENTURES INC.	
DOCUMENT	**RECEIVER'S CERTIFICATE**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500, 855 – 2nd Street S.W. Calgary, Alberta T2P 4K7 Attention: Chris Simard Telephone No.: (403) 298-4485 Facsimile No.: (403) 265-7219 Our File: 29736.27	

RECITALS

A. Pursuant to an Order of the Honourable Justice K. D. Yamauchi of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated August 18, 2015, Grant Thornton Limited was appointed as the Receiver and Manager (the "**Receiver**") of the undertaking, property and assets of Aqua-Pure Ventures Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated November 17, 2015 (the "**Approval and Vesting Order**"), the Court approved the Transaction (as defined in the Approval and Vesting Order), including the Membership Interest and Asset Purchase Agreement (the "**Sale Agreement**") between the Receiver and Fountain Quail Holdings, LLC (the "**Purchaser**") dated as of November 19, 2015, and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Acquired Assets (as defined in the Approval and Vesting Order), which vesting is to be effective with respect to the Acquired Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price (as defined in the Sale Agreement) for the Acquired Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price (as defined in the Sale Agreement) for the Acquired Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver to the Purchaser at 4:30 p.m. on November 19, 2015.

GRANT THORNTON LIMITED, in its capacity as Receiver of the undertaking, property and assets of Aqua-Pure Ventures Inc., and not in its personal capacity.

Per:____________________

Name: Andrew Basi
Title: Senior Vice-President