AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the 19th day of May, 2009.

BETWEEN:

CPVC BROMONT INC., a body corporate incorporated under the laws of the Province of Alberta (hereinafter called "**CPVC**")

- and -

PRO-TRANS VENTURES INC., a body corporate incorporated under the laws of the Province of Alberta (hereinafter called "**Pro-Trans** ")

- and -

1468729 Alberta Ltd., a body corporate incorporated under the laws of the Province of Alberta (hereinafter called "**Subco** ")

A. The board of directors of Pro-Trans has determined that the CPC Combination to be effected pursuant to this Agreement is advisable and in the best interests of Pro-Trans and has approved the transactions contemplated by this Agreement and determined to recommend and submit for approval the Pro-Trans Amalgamation Resolution to the Pro-Trans Shareholders;

B. The board of directors of CPVC has determined that the CPC Combination to be effected pursuant to this Agreement is advisable and in the best interests of CPVC and has approved the transactions contemplated by this Agreement and determined to recommend and submit for approval the CPC Combination Resolution to the CPVC Shareholders; and

C. CPVC, as the sole shareholder of Subco, intends to approve the Subco Amalgamation Resolution.

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 **Definitions**. In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following defined terms shall have the meanings hereinafter set forth:

"**ABCA**" means the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, as from time to time amended or re-enacted and includes any regulations heretofore or hereafter made pursuant to the ABCA;

"**Agreement**", "**this Agreement**", "**herein**", "**hereby**", "**hereof**", "**hereunder**" and similar expressions mean or refer to this agreement, together with the schedules hereto and any amendments hereto;

"**Agreement in Principle**" has the meaning ascribed thereto in Policy 2.4 of the TSXV;

"**Amalco**" means the continuing corporation from the Amalgamation upon the Effective Date;

"**Amalco Shares**" means the common shares in the capital of Amalco;

"**Amalgamation**" means the amalgamation of Subco and Pro-Trans to form Amalco pursuant to Section 181 of the ABCA provided for herein;

"**Articles of Amalgamation**" means the Articles of Amalgamation with respect to the Amalgamation, substantially in the form attached hereto as Schedule "A";

"**associate**", "**affiliate**", "**insider**" and "**promoter**" have the respective meanings ascribed thereto in the *Securities Act* (Alberta);

"**Business Day**" means any day other than a Saturday or Sunday or a day when banks in the City of Calgary are not generally open for business;

"**Certificate of Amalgamation**" means the Certificate of Amalgamation issued by the Registrar pursuant to Subsection 185(4) of the ABCA in respect of the Amalgamation;

"**Circular**" means the management information circular of CPVC to be sent to the CPVC Shareholders in connection with the CPVC Meeting;

"**Closing**" means the completion of the CPC Combination;

"**Closing Date**" means the date of the Closing, which shall be not later July 31, 2009, unless otherwise agreed to by CPVC and Pro-Trans;

"**CPC Combination**" means the Amalgamation to be effected pursuant hereto, wherein CPVC will issue 8,300,000 CPVC Shares to Pro-Trans Shareholders, and Amalco will become a wholly-owned subsidiary of CPVC;

"**CPC Combination Resolution**" means the ordinary resolution of the CPVC Shareholders approving the CPC Combination;

"**CPVC Agent's Options**" means the 100,000 outstanding agent's options of CPVC, each entitling the holder thereof to purchase one CPVC Share at a price of $0.25 per CPVC Share until November 22, 2012;

"**CPVC Directors' and Officers' Options**" means the 196,000 outstanding stock options of CPVC, each entitling the holder thereof to purchase one CPVC Share at a price of $0.25 per CPVC Share until November 20, 2012;

"**CPVC Final Prospectus**" means the final prospectus of CPVC dated October 29, 2007 and as filed on SEDAR;

"**CPVC Finder's Units**" means the 50,000 units to be issued to Richardson Partners Financial Limited on the Closing Date pursuant to a finder's fee agreement entered into on March 31, 2009 between CPVC and Richardson Partners Financial Limited, consisting of 50,000 CPVC Shares and the CPVC Options;

“**CPVC Meeting**” means the annual and special meeting of the CPVC Shareholders to approve, among other matters, the CPC Combination Resolution;

“**CPVC Options**” means the 50,000 options to purchase CPVC Shares, which permit the holder thereof to purchase 50,000 CPVC Shares at a price of $0.10 per CPVC Share up to and including the date that is 18 months from the Closing Date;

“**CPVC Shareholders**” means the holders of CPVC Shares;

“**CPVC Shares**” means the common shares in the capital of CPVC;

“**Effective Date**” means the effective date of the Amalgamation, which shall be the date of the Certificate of Amalgamation;

“**Escrow Transfer**” shall have the meaning attributed to such term in Section 5.2(e);

“**Material Adverse Change**” or “**Material Adverse Effect**” means, when used in connection with a company, any change or effect (or any condition, event or development involving a prospective change or effect) in or on the business, operations, results of operations, assets, capitalization, financial condition, licenses, permits, concessions, rights or liabilities, whether contractual or otherwise, of the company, taken as a whole, and which change or effect may reasonably be expected to significantly reduce the value of the equity securities of the company other than a change or effect: (i) which arises out of a matter that has been publicly disclosed or otherwise disclosed in writing by the company to the other party prior to the date hereof, or (ii) resulting from general economic, financial, currency exchange, or securities (including, without limitation, changes in taxation laws or currency exchange rates) in Canada, the United States or elsewhere;

“**Material Change**” means, when used in connection with a company, any change or effect (or any condition, event or development involving a prospective change or effect) in or on the business, operations, results of operations, assets, capitalization, financial condition, licenses, permits, concessions, rights or liabilities, whether contractual or otherwise, of the company, taken as a whole, and which change or effect may reasonably be expected to significantly effect the value of the equity securities of the company other than a change or effect: (i) which arises out of a matter that has been publicly disclosed or otherwise disclosed in writing by the company to the other party prior to the date hereof, or (ii) resulting from general economic, financial, currency exchange, or securities (including, without limitation, changes in taxation laws or currency exchange rates) in Canada, the United States or elsewhere;

“**misrepresentation**” includes any untrue statement of a material fact, any omission to state a material fact that is required to be stated and any omission to state a material fact that is necessary to be stated in order for a statement not to be misleading;

“**New Directors’ and Officers’ Options**” means the 810,000 stock options of CPVC to be granted to the new directors of CPVC to be elected at the CPVC Meeting, each entitling the holder thereof to purchase one CPVC Share at a price of $0.10 per CPVC Share;

“**Non Arm’s Length Parties**” has the meaning ascribed thereto in Policy 1.1 of the TSXV;

“**Person**” means a natural person, firm, corporation, trust, partnership, joint venture, governmental body or agency or association;

“**Pro-Trans Amalgamation Resolution**” means the special resolution of Pro-Trans Shareholders approving this Agreement and the Amalgamation;

“**Pro-Trans Shareholders**” means the holders of Pro-Trans Shares;

“**Pro-Trans Shares**” means the common shares in the capital of Pro-Trans;

“**Qualifying Transaction**” has the meaning ascribed thereto in Policy 2.4 of the TSXV;

“**Registrar**” means the Registrar appointed under the ABCA;

“**Subco**” means 1468729 Alberta Ltd., a corporation incorporated pursuant to the provisions of the ABCA;

“**Subco Amalgamation Resolution**” means the special resolution of CPVC as the sole shareholder of Subco, approving this Agreement and the Amalgamation;

“**Subco Shares**” means the common shares in the capital of Subco;

“**Subsidiary**” or “**Subsidiaries**” has the meaning ascribed thereto in the *Securities Act* (Alberta), as amended, except as otherwise provided herein;

“**Tax Act**” means the *Income Tax Act* (Canada), as amended;

“**Termination Date**” shall have the meaning attributed to such term in Section 7.2; and

“**TSXV**” means the TSX Venture Exchange Inc.

1.2 **Interpretation Not Affected by Headings, etc.** The division of this Agreement into articles, sections and subsections is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, and “hereunder” and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof and include any Agreement or instrument supplementary or ancillary hereto.

1.3 **Number, etc.** Words importing the singular number shall include the plural and vice versa, words importing the use of any gender shall include all genders and words importing persons shall include firms and corporations and vice versa.

1.4 **Date for Any Action**. In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day in the place where an action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.

1.5 **Currency**. All sums of money referred to in this Agreement are expressed in lawful money of Canada.

1.6 **Knowledge**. Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of Pro-Trans, Subco or CPVC, as applicable, it shall be deemed to refer to actual knowledge after having made due inquiry of the officers and directors of the particular company.

1.7 **Meanings**. Words and phrases defined in the ABCA shall have the same meaning herein as in the ABCA, unless otherwise defined herein or the context otherwise requires. Unless otherwise specifically indicated or the context otherwise requires "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

1.8 **Schedules**. The following schedule is annexed to this Agreement and is hereby incorporated by reference into this Agreement and form part hereof:

Schedule A — Articles of Amalgamation

ARTICLE 2
THE AMALGAMATION

2.1 **Filing of Articles of Amalgamation.**

Subject to the satisfaction of the terms and conditions of this Agreement, Pro-Trans and Subco shall jointly file with the Registrar the Articles of Amalgamation and such other documents as are required to be filed under the ABCA for acceptance by the Registrar of the ABCA to give effect to the Amalgamation, pursuant to provisions of the ABCA.

2.2 **Effect of the Amalgamation.**

On the Effective Date, the following shall occur and shall be deemed to occur in the following order without any further act or formality:

(a) Pro-Trans and Subco hereby agree to amalgamate by way of statutory amalgamation under the ABCA on the terms and subject to the conditions contained in this Agreement and CPVC hereby covenants and agrees to issue the CPVC Shares required to be issued in connection with the CPC Combination, unless CPVC and Pro-Trans otherwise agree in writing;

(b) immediately upon the Amalgamation as set forth in subsection 2.2(a):

(i) each one Pro-Trans Share issued and outstanding on the Effective Date shall be exchanged for 1.66 CPVC Shares, provided that any fractional CPVC Shares to be issued are to be rounded to the nearest whole share, and each Pro-Trans Share so exchanged shall be deemed to be cancelled on the Effective Date;

(ii) each one Subco Share issued on the Effective Date shall be cancelled and exchanged for one Amalco Share;

(iii) in consideration of the issuance of the CPVC Shares to effect the Amalgamation, Amalco shall issue to CPVC one fully-paid and non-assessable Amalco Share for each CPVC Share so issued; and

(iv) Amalco will become a wholly-owned subsidiary of CPVC;

(c) the amount added to the stated capital in respect of the Amalco Shares issuable by Amalco pursuant to subsection 2.2(b) shall be the aggregate of:

(i) the paid-up capital (within the meaning of the Tax Act), determined immediately before the Amalgamation, of the Subco Shares converted into Amalco Shares pursuant to Subsection 2.2(b); and

(ii) the paid-up capital (within the meaning of the Tax Act), determined immediately before the Amalgamation, of the Pro-Trans Shares converted into CPVC Shares pursuant to Subsection 2.2(b); and

(d) Pro-Trans acknowledges that the nominees for directors to be elected at the CPVC Meeting will resign on or prior to the Termination Date if the CPC Combination is not completed.

2.3 **Amalgamated Corporation.**

Unless and until otherwise determined in the manner required by law, or as may be agreed in writing by Pro-Trans, the following provisions shall apply:

(a) **Name**. The name of Amalco shall be "Pro-Trans Ventures Holdings Ltd.";

(b) **Registered Offic**e. The municipality where the registered office of Amalco shall be located is Calgary, Alberta. The address of the registered office of Amalco shall be 1000, 400 - 3rd Avenue S.W., Calgary, Alberta, T2P 4H2;

(c) **Business and Powers**. There shall be no restrictions on the business that Amalco may carry on or on the powers it may exercise;

(d) **Authorized Share Capital**. Amalco shall be authorized to issue an unlimited number of common shares and an unlimited number of preferred shares;

(e) **Restrictions on Business**. There shall be no restrictions on the business which Amalco is authorized to carry on;

(f) **Number of Directors**. The number of directors of Amalco shall be not less than one and not more than ten as the shareholders of Amalco may from time to time determine;

(g) **Initial Directors**. The initial directors of Amalco shall be as follows:

(i) Douglas Davis - 119 Simcoe Crescent Komoka, Ontario N0L 1R0;

(ii) Russel Marcoux – 2815 Lorne Avenue Saskatoon, Saskatchewan S7J 0S5;

(iii) David Criddle - 1021 Main St. Saskatoon, Saskatchewan S7H 0K6;

(iv) Betty-Anne Heggie - 830 Saskatchewan Crescent E. Saskatoon, Saskatchewan S7N 0L3;

(v) Melinda Park – 59 Strathridge Gardens S.W. Calgary, Alberta T3H 3S2; and

(vi) Donald Black - 3074 Gordon Road Regina, Saskatchewan S4S 2T8.

(h) **Initial Officers**. The initial officer of Amalco and his positions shall be as follows:

(i) David Criddle - President and Treasurer.

(i) **Articles and By-laws**. The articles and the by laws of Amalco, until repealed, amended or altered, shall be the same as the articles as set forth in Schedule “A” and the by laws of Subco with such amendments thereto as may be necessary to give effect to this Agreement; and

(j) **Fiscal Year**. The fiscal year end of Amalco is to be determined at such later time as may be determined by the First Directors.

2.4 **Effect of Certificate of Amalgamation**. On the Effective Date:

(a) the Amalgamation of Subco and Pro-Trans and their continuance as one corporation shall become effective;

(b) the property of each of Subco and Pro-Trans shall continue to be the property of Amalco;

(c) Amalco shall continue to be liable for the obligations of each of Subco and Pro-Trans;

(d) any existing cause of action, claim or liability to prosecution of either Subco or Pro-Trans shall be unaffected;

(e) any civil, criminal or administrative action or proceeding pending by or against either Subco or Pro-Trans may be continued to be prosecuted by or against Amalco;

(f) a conviction against, or ruling, order or judgment in favour of or against, either Subco or Pro-Trans may be enforced by or against Amalco; and

(g) the Articles of Amalgamation shall be deemed to be the Articles of Incorporation of Amalco and the Certificate of Amalgamation shall be deemed to be the Certificate of Incorporation for Amalco.

2.5 **Preparation of Filings.** CPVC and Pro-Trans shall cooperate in the preparation of all applications for all approvals and the preparation of any other documents and taking of all actions reasonably deemed by CPVC and Pro-Trans, as the case may be, to be necessary to discharge their respective obligations under applicable laws in connection with each step of the CPC Combination and all other matters contemplated in the Circular and this Agreement. In this regard:

(a) each of CPVC and Pro-Trans shall furnish to the other all such information concerning it and its shareholders (and in the case of CPVC, also concerning Subco), as may be required to effect the CPC Combination and the actions described in this Article 2; and

(b) each of CPVC and Pro-Trans shall promptly notify the other if at any time before the Termination Date it becomes aware that the Circular contains any untrue statement of a material fact or omits to state a material fact that is required to be stated or that is necessary to make a statement therein not misleading in the light of the circumstances in which it was made, or that otherwise requires an amendment or supplement to the Circular. In any such event, CPVC and Pro-Trans shall cooperate in the preparation of a supplement or amendment to the Circular, as required and as the case may be, and, if required, shall cause the same to be distributed to the CPVC Shareholders and/or filed with the TSXV and the securities regulatory authorities.

2.6 **Restrictions on Securities**. The parties acknowledge and agree that the securities of CPVC to be issued to the Pro-Trans Shareholders pursuant to Section 2.2 hereof will be subject to compliance with applicable securities laws.

2.7 **Certificates**. On the Effective Date the registered holders of Pro-Trans Shares shall cease to be registered holders of such shares and shall be deemed to be the registered holders of CPVC Shares to which they are entitled in accordance with Section 2.2 hereof.

2.8 **Escrowed Securities**. Pro-Trans acknowledges that certain of the securities of CPVC to be issued to the Pro-Trans Shareholders pursuant to the Amalgamation will be deposited into escrow in accordance with the policies of the TSXV. The parties further acknowledge that any securities of CPVC deposited into escrow shall be held in escrow and released as determined in accordance with the policies of the TSXV. The parties agree that the terms of the applicable escrow shall be the CPC Escrow. Such escrowed securities of Pro-Trans shall be held in escrow, pursuant to an escrow agreement prescribed by the TSXV.

ARTICLE 3
COVENANTS

3.1 **Covenants of Pro-Trans**. Pro-Trans covenants and agrees with CPVC and Subco that Pro-Trans will not, from the date of execution hereof to and including the Effective Date as contemplated in this Agreement, except with the prior written consent of CPVC and Subco, such consent not to be unreasonably withheld:

(a) declare, pay or set aside any dividends or provide for any distribution of its properties or assets, or make any payment by way of return of capital or otherwise, to its shareholders;

(b) split, combine or reclassify any outstanding shares;

(c) enter into any material contract, other than in the ordinary course of business consistent with past practice;

(d) redeem, purchase or offer to purchase any of its shares or other securities;

(e) reorganize, amalgamate or merge with any other Person or other business organization whatsoever;

(f) acquire or agree to acquire (by merger, amalgamation, acquisition of securities or assets or otherwise) any Person or other business organization or division or any assets or properties of a material nature;

(g) incur or commit to incur any indebtedness for borrowed money or issue any debt securities;

(h) issue or commit to issue any shares of its capital stock, or rights, warrants or options to purchase such shares, or any securities convertible into such shares, warrants or options;

(i) except as contemplated by this Agreement, alter or amend in any way its constating documents as the same exist at the date of this Agreement;

(j) take any action which would be outside the ordinary course of business or which may result in a Material Change, other than those related directly to the consummation of transactions in furtherance of the CPC Combination;

(k) except as contemplated in this Agreement, sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any material component of its assets;

(l) engage in any business enterprise or other activity other than in compliance with Policy 2.4 of the Exchange;

(m) enter into any transaction with or make payments or issue securities to a party or parties with which Pro-Trans does not deal at arm's length, other than in the ordinary course of business consistent with past practice;

(n) enter into any employment or consulting agreement with any Person; or

(o) perform any act or enter into any transaction or negotiation which might materially adversely interfere or be materially inconsistent with the consummation of the transactions contemplated under this Agreement.

3.2 **Further Covenants of Pro-Trans**. Pro-Trans covenants and agrees with CPVC and Subco that Pro-Trans will:

(a) use all commercially reasonable efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement, including obtaining the approval of the TSXV with respect to the CPC Combination;

(b) prior to the Closing Date, circulate the Pro-Trans Amalgamation Resolution for the purpose of approving the Amalgamation and recommend to the Pro-Trans Shareholders that they vote in favour of the Amalgamation;

(c) provide CPVC, on a timely basis, with all relevant information concerning it and its business, property, operations and financial statements for inclusion in the Circular;

(d) except non-substantive communications with securityholders, furnish promptly to CPVC and Subco a copy of each notice, report, schedule or other document delivered, filed or received by it in connection with:

(i) the Amalgamation;

(ii) any filings under applicable laws; and

(iii) any dealings with regulatory agencies in connection with the transactions contemplated herein;

(e) make other necessary filings and applications under applicable foreign, federal and provincial laws and regulations required on the part of it in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;

(f) use all commercially reasonable efforts to conduct its affairs so that all of its representations and warranties contained herein shall be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;

(g) use all commercially reasonable efforts and do all such acts and things that are reasonably necessary to cause each of the conditions precedent set forth in Sections 5.1 and 5.3 hereof to be complied with;

(h) subject to the satisfaction of the conditions precedent in Sections 5.1 and 5.2 hereof, thereafter together with Subco file with the Registrar the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date; and

(i) notify CPVC and Subco immediately upon becoming aware that any of the representations and warranties of Pro-Trans contained herein are no longer true and correct in any material respect.

3.3 **Covenants of CPVC and Subco**. CPVC and Subco each covenants and agrees with Pro-Trans that it will not, from the date of execution hereof to and including the Effective Date as contemplated in this Agreement, except with the prior written consent of Pro-Trans, such consent not to be unreasonably withheld:

(a) enter into any agreement or take any act whatsoever in relation to a Qualifying Transaction;

(b) declare, pay or set aside any dividends or provide for any distribution of its properties or assets, or make any payment by way of return of capital or otherwise, to its shareholders;

(c) split, combine or reclassify any outstanding shares;

(d) enter into any material contract, other than in the ordinary course of business consistent with past practice;

(e) redeem, purchase or offer to purchase any of its shares or other securities;

(f) reorganize, amalgamate or merge with any other Person or other business organization whatsoever;

(g) acquire or agree to acquire (by merger, amalgamation, acquisition of securities or assets or otherwise) any Person or other business organization or division, or any assets or properties of a material nature;

(h) incur or commit to incur any indebtedness for borrowed money or issue any debt securities;

(i) issue or commit to issue any shares of its capital stock, or rights, warrants or options to purchase such shares, or any securities convertible into such shares, warrants or options, other than upon the exercise of the CPVC Directors' and Officers' Options, the CPVC Agent's Options or the issuance of the CPVC Finder's Units and New Directors' and Officers' Options;

(j) except as contemplated by this Agreement, alter or amend in any way its constating documents or by-laws as the same exist at the date of this Agreement;

(k) take any action which would be outside the ordinary course of business or which may result in a Material Change, other than those related directly to the consummation of transactions in furtherance of the CPC Combination;

(l) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any material component of its assets;

(m) engage in any business enterprise or other activity, other than as contemplated herein and as required as a public company other than in compliance with Policy 2.4 of the Exchange;

(n) enter into any transaction with or make payments or issue securities to a party or parties with whom CPVC or Subco does not deal at arm's length, other than in the ordinary course of business consistent with past practice;

(o) enter into any employment or consulting agreement with any Person; or

(p) perform any act or enter into any transaction or negotiation which might materially adversely interfere or be materially inconsistent with the consummation of the transactions contemplated under this Agreement.

3.4 **Further Covenants of CPVC and Subco**. CPVC and Subco each covenants and agrees with Pro-Trans that it will:

(a) use all commercially reasonable efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement, including, in the case of CPVC, obtaining the approval of the TSXV to the: (a) CPC Combination, including the approval for the issuance of the: (i) CPVC Finder's Units, (ii) 8,300,000 CPVC Shares to be issued pursuant to the Amalgamation to Pro-Trans Shareholders, (iii) New Directors' and Officers' Options; (iv) CPVC Shares to be issued upon the exercise of the CPVC Finder's Options and New Directors' and Officers' Options; and (b) Escrow Transfer;

(b) use its best efforts to cause all holders of the CPVC Directors' and Officers' Options to either exercise or cancel such options on or prior to the Closing Date;

(c) prior to the Closing Date, in the case of CPVC, approve the Subco Amalgamation Resolution;

(d) prior to the Closing Date, and in the case of CPVC, convene the CPVC Meeting for the purpose of approving the CPC Combination and to solicit proxies to be voted at the CPVC Meeting in favour of (the following collectively, the "**Resolutions**"):

(i) the approval of the CPC Combination;

(ii) the approval of the new stock option plan of CPVC;

(iii) amending the articles of CPVC to effect the change of name of CPVC to "Pro-Trans Ventures Inc."

(iv) fixing the number of directors at six;

(v) the election of Douglas Davis, Russel Marcoux, David Criddle, Melinda Park, Betty-Anne Heggie and Donald Black as directors of CPVC;

(vi) the appointment of KPMG as auditors of CPVC; and

(vii) the approval of new by-laws for CPVC

(e) in the case of CPVC, prepare, file and distribute to the CPVC Shareholders in a timely and expeditious manner, and as soon as reasonably practicable, the Circular and any amendments or supplements to the Circular, all as required by applicable law, in all jurisdictions where the same is required complying in all material respects with all applicable legal requirements on the date of issue thereof;

(f) include in the Circular the recommendation of the board of directors of CPVC that the CPVC Shareholders vote in favour of the CPC Combination Resolution and all other resolutions;

(g) except for proxies and other non-substantive communications with securityholders, furnish promptly to Pro-Trans a copy of each notice, report, schedule or other document delivered, filed or received by it in connection with:

(i) the CPC Combination;

(ii) any filings under applicable laws; and

(iii) any dealings with regulatory agencies in connection with the transactions contemplated herein;

(h) make other necessary filings and applications under applicable foreign, federal and provincial laws and regulations required on the part of it in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;

(i) use all commercially reasonable efforts to conduct its affairs so that all of the representations and warranties contained herein shall be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;

(j) use all commercially reasonable efforts and do all such acts and things that are reasonably necessary to cause each of the conditions precedent set forth in Sections 5.1 and 5.2 hereof to be complied with;

(k) subject to the satisfaction of the conditions precedent in Sections 5.1 and 5.3 hereof, cause Subco to, together with Pro-Trans, file with the Registrar the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date; and

(l) notify Pro-Trans immediately upon becoming aware that any of the representations and warranties of it contained herein are no longer true and correct in any material respect.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 **Representations and Warranties of Pro-Trans**. Pro-Trans represents and warrants to and in favour of CPVC and Subco as follows, and acknowledges that CPVC and Subco are relying upon such representations and warranties:

(a) Pro-Trans is a corporation duly incorporated under the laws of Alberta and is a valid and subsisting corporation under the ABCA and is in compliance, in all material respects, with the requirements of the ABCA;

(b) Pro-Trans has no Subsidiaries;

(c) Pro-Trans is a "reporting issuer" or equivalent under applicable securities legislation in the Provinces of Alberta, British Columbia and Saskatchewan, is not in default of the requirements of such legislation or the regulations and rules thereto or the policies and requirements of the TSXV;

(d) no cease trade order has been issued against Pro-Trans or the Pro-Trans Shares in any jurisdiction, and, to the knowledge of Pro-Trans, no cease trade order is pending or threatened;

(e) Pro-Trans has the requisite power, capacity and authority to enter into this Agreement on the terms and conditions herein set forth and to perform its obligations hereunder;

(f) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been, or in respect of the transactions contemplated herein will have been prior to Closing, duly approved by the board of directors of Pro-Trans and this Agreement constitutes a valid and binding obligation of Pro-Trans enforceable against it in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction;

(g) no consent, approval, order or authorization of, or registration, declaration or filing with, any third party or governmental entity is required by or with respect to Pro-Trans in connection with the execution and delivery of this Agreement by Pro-Trans, the performance of its obligations hereunder or the consummation by Pro-Trans of the transactions contemplated hereby, other than:

(i) the approval of the Pro-Trans Amalgamation Resolution by the Pro-Trans Shareholders;

(ii) the approval of the CPC Combination by the TSXV;

(iii) such registrations and other actions required under provincial and territorial securities laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of a new corporation on the Amalgamation;

(iv) any filings with the Registrar; and

(v) any other consents, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on Pro-Trans or prevent or materially impair Pro-Trans ability to perform its obligations hereunder;

(h) the entering into and performance of this Agreement and the transactions contemplated herein by Pro-Trans will not violate:

(i) the constating documents or by-laws of Pro-Trans;

(ii) any agreement to which Pro-Trans is a party and will not give any person or company any right to terminate or cancel any agreement or any right enjoyed by Pro-Trans because of such agreement, and will not result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favour of a third party upon or against Pro-Trans or the assets of Pro-Trans; or

(iii) any statute, regulation, by-law, order, judgment, or decree by which Pro-Trans is bound, except for such violations which would not have a Material Adverse Effect on Pro-Trans or the Pro-Trans Shares;

(i) the authorized share capital of Pro-Trans consists of an unlimited number of Pro-Trans Shares and an unlimited number of preferred shares, issuable in series, of which 5,000,000

Pro-Trans Shares are issued and outstanding as fully paid and non-assessable shares in the capital of Pro-Trans;

(j) none of the outstanding securities of Pro-Trans are subject to escrow restrictions, pooling arrangements, voting trusts or unanimous shareholders agreements, other than as disclosed in the final prospectus of Pro-Trans dated August 26, 2008 and filed on SEDAR;

(k) no Person has any agreement, option or right, understanding, warrant, call, conversion right, commitment or privilege of any kind to acquire or capable of becoming an agreement for the purchase or acquisition of any of the unissued share capital of Pro-Trans, or any other securities of Pro-Trans;

(l) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the knowledge of Pro-Trans threatened against or relating to Pro-Trans or affecting its properties or business which if determined adversely to Pro-Trans might materially and adversely affect the properties, business, future prospects or the financial condition of Pro-Trans or the right of Pro-Trans to use, produce or sell its property or assets in whole or in part. There is not presently outstanding against Pro-Trans, any judgment, injunction, rule or order of any court, governmental department, commission, agency or arbitrator;

(m) Pro-Trans has not experienced nor, to the knowledge of Pro-Trans, is it aware of any occurrence or event which has had, or might reasonably be expected to have, a Material Adverse Effect on Pro-Trans;

(n) Pro-Trans has not incurred any obligation or liability, contingent or otherwise, for broker’s fees, commissions or finder’s fees or other similar fees in respect of the transactions contemplated by this Agreement;

(o) Pro-Trans is a taxable Canadian corporation as defined in the *Income Tax Act* (Canada) and is not liable, in any material respect, for any Canadian federal, provincial, municipal or local taxes, sales tax assessments, withholding taxes, employee or other remittances, or other imposts or penalties due and unpaid at the date hereof in respect of its income, capital, employees, business or property, or for the payment of any tax instalment due in respect of its current taxation year (but not including taxes accruing due) or any previous taxation years, and no such taxes, assessments, imposts, remittances or penalties are required to be reserved against. All such taxes, assessments, imposts, remittances and penalties have been properly calculated by Pro-Trans, in all material respects. Pro-Trans is not in default in filing any returns or reports covering any Canadian federal, provincial, municipal or local taxes, assessments or other imposts in respect of its income, business or property and Pro-Trans has complied with all withholding, collection, remittance and other obligations under any applicable taxing statute;

(p) the amended unaudited financial statements of Pro-Trans as at February 28, 2009 and the notes thereto are true and correct and present fairly, in all material respects, the financial position of Pro-Trans as at such date and the results of its operations and changes in financial position for the period indicated in the said statements, and have been prepared in accordance with Canadian generally accepted accounting principles and Pro-Trans has no material liabilities, contingent or otherwise, except those set out in the financial statements, and Pro-Trans has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person, and no costs have been incurred by Pro-Trans since the date of the financial statements other than those that would be reasonably expected to be incurred by a reporting issuer that is a CPC;

(q) Pro-Trans is not indebted to:

(i) any director, officer or shareholder of Pro-Trans;

(ii) any individual related to any of the foregoing by blood, marriage or adoption; or

(iii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in subsections 4.1(q)(i) and (ii) hereof;

(r) none of those Persons referred to in subsection 4.1(q) hereof is indebted to Pro-Trans;

(s) Pro-Trans is not a party to any employment agreement;

(t) the information concerning Pro-Trans to be set forth in the Circular will contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to make a statement therein not misleading in the light of the circumstances in which it will be made, and such information in the Circular will constitute full, true and plain disclosure of all material facts relating to the particular matters concerning Pro-Trans to be acted upon by the CPVC Shareholders at the CPVC Meeting;

(u) no notices, reports or other filings are required to be made by Pro-Trans with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by Pro-Trans from, any governmental or regulatory authority other than the TSXV, and the usual filings under applicable Canadian Securities laws, in connection with the execution and delivery of this Agreement by Pro-Trans and the consummation of the transactions contemplated herein by Pro-Trans, the failure to make or obtain any or all of which is reasonably likely to have a Material Adverse Effect on the financial condition of Pro-Trans or could prevent, materially delay or materially burden the transactions contemplated by this Agreement;

(v) Pro-Trans has filed all required forms, reports and documents (collectively, the "**Pro-Trans Public Disclosure**") with the applicable Canadian regulatory authorities having jurisdiction. None of the Pro-Trans Public Disclosure filed by Pro-Trans with the applicable Canadian securities regulatory authorities having jurisdiction, at the time filed or as subsequently amended, contained any misrepresentation or any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and Pro-Trans does not have any confidential filings with Canadian regulatory authorities;

(w) the Circular will contain disclosure respecting all material contracts, agreements and commitments (whether written or oral) to which Pro-Trans is a party, and all of such material contracts, agreements and commitments are in full force and effect and Pro-Trans is not in default under any of such contracts, agreements or commitments, save and except for any breach or default which is not material or which has been waived by the other party to such contract, agreement or commitment;

(x) there does not exist any state of facts which after notice or lapse of time, or both, will constitute a material default or breach on the part of Pro-Trans under any of the provisions contained in any of the material contracts, commitments or agreements referred to in subsection 4.1(w) hereof,

(y) the corporate records and minute books of Pro-Trans are current and complete in all material respects and represent accurate minutes of all meetings of the directors (and committees thereof) and shareholders since the date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meeting, duly signed; and

(z) except as regards to any matter relating to CPVC or Subco, there are no reasonable grounds for believing that a creditor of Pro-Trans will be prejudiced by the Amalgamation.

4.2 **Representations and Warranties of CPVC and Subco**. Each of CPVC and Subco jointly and severally represents and warrants to and in favour of Pro-Trans as follows, and acknowledges that Pro-Trans is relying upon such representations and warranties:

(a) CPVC is not a party to an Agreement in Principle;

(b) CPVC is a corporation incorporated under the laws of Alberta and is a valid and subsisting corporation under the ABCA and is in compliance, in all material respects, with the requirements of the ABCA;

(c) CPVC has no Subsidiaries, except Subco, and Subco has no Subsidiaries;

(d) CPVC and Subco each has the requisite power, capacity and authority to enter into this Agreement on the terms and conditions herein set forth and to perform its obligations hereunder;

(e) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been, or in respect of the transactions contemplated herein will have been prior to Closing, duly approved by the board of directors of CPVC and Subco and this Agreement constitutes a valid and binding obligation of CPVC and Subco enforceable against them in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction;

(f) no consent, approval, order or authorization of, or registration, declaration or filing with, any third party or governmental entity is required by or with respect to CPVC or Subco in connection with the execution and delivery of this Agreement by CPVC or Subco, the performance of their obligations hereunder or the consummation by CPVC or Subco of the transactions contemplated hereby other than:

(i) the approval of the CPC Combination Resolution by the CPVC Shareholders by way of Majority of the Minority Approval (as such term is defined in the policies of the Exchange);

(ii) the approval of the Subco Amalgamation Resolution by CPVC;

(iii) the approval of the TSXV to the: (a) CPC Combination, including the approval for the issuance of the: (i) CPVC Finder's Units, (ii) 8,300,000 CPVC Shares to be issued pursuant to the Amalgamation to Pro-Trans Shareholders, (iii) New Directors' and Officers' Options; (iv) CPVC Shares to be issued upon the exercise of the CPVC Finder's Options and New Directors' and Officers' Options; and (b) Escrow Transfer;

(iv) such registrations and other actions required under provincial and territorial securities laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of a new corporation on the Amalgamation;

(v) any filings with the Registrar; and

(vi) any other consents, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on either CPVC or Subco or prevent or materially impair CPVC's or Subco's ability to perform its obligations hereunder;

(g) the entering into and performance of this Agreement and the transactions contemplated herein by CPVC and Subco will not violate:

(i) the constating documents or by-laws of CPVC and Subco;

(ii) any agreement to which CPVC or Subco is a party and will not give any person or company any right to terminate or cancel any agreement or any right enjoyed by CPVC or Subco because of such agreement, and will not result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favour of a third party upon or against CPVC or Subco or the assets of CPVC or Subco; or

(iii) any statute, regulation, by-law, order, judgment, or decree by which CPVC or Subco is bound, except for such violations which would not have a Material Adverse Effect on CPVC or Subco, the CPVC Shares or the Subco Shares;

(h) CPVC is a "reporting issuer" or equivalent under applicable securities legislation in the Provinces of Alberta, British Columbia and Ontario, is not in default of the requirements of such legislation or the regulations and rules thereto or the policies and requirements of the TSXV, and the issued and outstanding CPVC Shares are currently listed and posted for trading on the TSXV and are currently halted pending the completion of the CPC Combination;

(i) no cease trade order has been issued against CPVC or the CPVC Shares in any jurisdiction, and, to the knowledge of CPVC, no cease trade order is pending or threatened;

(j) the authorized share capital of CPVC consists of an unlimited number of CPVC Shares and an unlimited number of preferred shares, issuable in series, of which 1,960,000 CPVC Shares are issued and outstanding as fully paid and non-assessable shares in the capital of CPVC;

(k) the authorized share capital of Subco consists of an unlimited number of common shares and an unlimited number of preferred shares;

(l) none of the outstanding securities of CPVC or Subco are subject to escrow restrictions, pooling arrangements, voting trusts or unanimous shareholders agreements, whether voluntary or otherwise, except as disclosed in the CPVC Final Prospectus;

(m) except for the CPVC Directors' and Officers' Options, the CPVC Agent's Options and the CPVC Finder's Units, no Person has any agreement, option or right, understanding, warrant, call, conversion right, commitment or privilege of any kind to acquire or capable of becoming an agreement for the purchase or acquisition of any of the unissued share capital of CPVC or Subco, or any other securities of CPVC or Subco;

(n) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the knowledge of CPVC or Subco, threatened against or relating to CPVC or Subco or affecting CPVC's or Subco's properties or business which if determined adversely to CPVC or Subco might materially and adversely affect the properties, business, future prospects or the financial condition of CPVC or Subco, or the right of CPVC or Subco to use, produce or sell its property or assets in whole or in part. There is not presently outstanding against CPVC or Subco any judgment, injunction, rule or order of any court, governmental department, commission, agency or arbitrator;

(o) CPVC has not experienced nor, to the knowledge of CPVC, is it aware of any occurrence or event which has had, or might reasonably be expected to have, a Material Adverse Effect on CPVC;

(p) Neither of CPVC nor Subco are party to any employment agreement;

(q) CPVC has not incurred any obligation or liability, contingent or otherwise, for broker's fees, commissions or finder's fees or other similar fees in respect of the transactions contemplated by this Agreement, other than those relating to the CPVC Finder's Units;

(r) CPVC is a taxable Canadian corporation as defined in the *Income Tax Act* (Canada) and is not liable, in any material respect, for any Canadian federal, provincial, municipal or local taxes, sales tax assessments, withholding taxes, employee or other remittances, or other imposts or penalties due and unpaid at the date hereof in respect of its income, capital, employees, business or property, or for the payment of any tax instalment due in respect of its current taxation year (but not including taxes accruing due) or any previous taxation years, and no such taxes, assessments, imposts, remittances or penalties are required to be reserved against. All such taxes, assessments, imposts, remittances and penalties have been properly calculated by CPVC and Subco, in all material respects. CPVC is not in default in filing any returns or reports covering any Canadian federal, provincial, municipal or local taxes, assessments or other imposts in respect of its income, business or property and each has complied with all withholding, collection, remittance and other obligations under any applicable taxing statute;

(s) the audited financial statements of CPVC as at December 31, 2008 and the notes thereto are true and correct and present fairly, in all material respects, the financial position of CPVC as at such date and the results of its operations and changes in financial position for the period indicated in the said statements, and have been prepared in accordance with Canadian generally accepted accounting principles and CPVC has no material liabilities, contingent or otherwise, except those set out in the financial statements, and CPVC has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person and no costs have been incurred by CPVC since the date of the financial statements other than those that would be reasonably expected to be incurred by a reporting issuer that is a CPC;

(t) Neither CPVC nor Subco is indebted to:

   (i) any director, officer or shareholder of CPVC or Subco;

   (ii) any individual related to any of the foregoing by blood, marriage or adoption; or

   (iii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in subsections 4.2(t)(i)and (ii) hereof;

(u) none of those Persons referred to in subsection 4.2(t) hereof is indebted to CPVC or Subco;

(v) the information concerning CPVC and Subco to be set forth in the Circular will contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to make a statement therein not misleading in the light of the circumstances in which it will be made, and such information in the Circular will constitute full, true and plain disclosure of all material facts relating to the particular matters concerning CPVC and Subco to be acted upon by the CPVC Shareholders at the CPVC Meeting;

(w) no notices, reports or other filings are required to be made by CPVC or Subco with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by CPVC or Subco from, any governmental or regulatory authority, other than the TSXV, and the usual filings under applicable Canadian securities laws, in connection with the execution and delivery of this Agreement by CPVC and Subco and the consummation of the transactions contemplated herein by CPVC and Subco, the failure to make or obtain any or all of which is reasonably likely to have a Material Adverse Effect on CPVC or Subco or could prevent, materially delay or materially burden the transactions contemplated by this Agreement;

(x) CPVC has filed all required forms, reports and documents (collectively, the "**CPVC Public Disclosure**") with the applicable Canadian regulatory authorities having jurisdiction. None of the CPVC Public Disclosure filed by CPVC with the applicable

Canadian securities regulatory authorities having jurisdiction, at the time filed or as subsequently amended, contained any misrepresentation or any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and CPVC does not have any confidential filings with the Canadian regulatory authorities;

(y) the Circular will contain disclosure respecting all material contracts, agreements and commitments (whether written or oral) to which CPVC and Subco is a party, and all of such material contracts, agreements and commitments are in full force and effect and CPVC and Subco are not in default, in any material respect, under any of such contracts, agreements or commitments, save and except for any breach or default which is not material or which has been waived by the other party to such contract, agreement or commitment;

(z) there does not exist any state of facts which after notice or lapse of time, or both, will constitute a default or breach on the part of CPVC or Subco under any of the provisions contained in any of the material contracts, commitments or agreements referred to in subsection 4.2(y) hereof;

(aa) the corporate records and minute books of CPVC and Subco are current and complete in all material respects and represent accurate minutes of all meetings of the directors (and committees thereof) and shareholders since their date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meeting, duly signed; and

(bb) except as regards to any matter relating to Pro-Trans, there are no reasonable grounds for believing that a creditor of CPVC or Subco will be prejudiced by the Amalgamation.

ARTICLE 5
CONDITIONS PRECEDENT AND OTHER MATTERS

5.1 **Mutual Conditions Precedent**. The respective obligations of the parties hereto to consummate the transactions contemplated herein are subject to the satisfaction, on or before the Closing Date, of the following conditions any of which may be waived by the mutual consent of such parties without prejudice to their rights to rely on any other or others of such conditions:

(a) the CPC Combination Resolution shall have been approved by the CPVC Shareholders by way of Majority of the Minority Approval (as such term is defined in the policies of the Exchange) and in accordance with all other applicable laws;

(b) the Pro-Trans Amalgamation Resolution shall have been approved by all of the Pro-Trans Shareholders in accordance with applicable laws;

(c) the TSXV shall have conditionally approved the: (a) CPC Combination, including the approval for the issuance of the: (i) CPVC Finder's Units, (ii) 8,300,000 CPVC Shares to be issued pursuant to the Amalgamation to Pro-Trans Shareholders, (iii) New Directors' and Officers' Options; (iv) CPVC Shares to be issued upon the exercise of the CPVC Finder's Options and New Directors' and Officers' Options; and (b) Escrow Transfer;

(d) the Escrow Transfer shall have closed;

(e) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement;

(f) all consents, orders and approvals, including, without limitation, regulatory approvals, required or necessary or desirable for the completion of the transactions provided for in this Agreement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to each of the parties hereto, acting reasonably; and

(g) this Agreement shall not have been terminated in accordance with Section 7.2 of this Agreement.

5.2 **Conditions to Obligations of Pro-Trans**. The obligation of Pro-Trans to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Closing Date, or such other date specified below, of the following conditions:

(a) the Subco Amalgamation Resolution shall have been approved by CPVC in accordance with applicable laws;

(b) each of the acts and undertakings of CPVC and Subco to be performed on or before the Closing Date pursuant to the terms of this Agreement shall have been duly performed by CPVC and Subco in all material respects;

(c) the CPVC Shareholders at the CPVC Meeting shall have: (i) duly approved the new stock option plan for CPVC; (ii) appointed Douglas Davis, Russel Marcoux, David Criddle, Melinda Park, Betty-Anne Heggie and Donald Black to the board of directors of CPVC; (iii) approved the appointment of KPMG LLP, Chartered Accountants, as auditor of CPVC; and (iv) the approval of the change of name of CPVC to "Pro-Trans Ventures Inc.";

(d) the CPVC Directors' and Officers' Options shall have been cancelled or exercised prior to the record date of the CPVC Meeting;

(e) execution of definitive agreements whereby certain CPVC Shareholders who hold their CPVC Shares in escrow, as provided for in the CPVC Final Prospectus, agree to sell, assign and transfer (the "**Escrow Transfer**") not less than 960,000 of the CPVC Shares held in escrow (the "**Escrowed Shares**"), to one or more founding shareholders of Pro-Trans ("**Founders**"), concurrently with the Closing, for a price of not more than $0.096 per Escrowed Share, all in accordance with applicable securities laws such that the Escrowed Shares are purchased pursuant to an exemption from the take over bid provisions, and Pro-Trans acknowledges that any Founders who purchase Escrowed Shares will be required to agree to be bound by the terms and conditions of the Escrow Agreement, as such term is defined in the CPVC Final Prospectus, with respect to the Escrowed Shares being purchased;

(f) no Material Adverse Change in CPVC or Subco shall have occurred between the date hereof and the Closing Date;

(g) except as affected by the transactions contemplated herein, the representations and warranties of CPVC and Subco contained in Section 4.2 hereof shall be true in all material respects on the Closing Date with the same effect as though such representations and warranties had been made at and as of such time and Pro-Trans shall have received a certificate to that effect, dated the Closing Date, from an officer of each of CPVC and Subco acceptable to Pro-Trans, to the best of his knowledge, after having made reasonable inquiry;

(h) the covenants of CPVC and Subco contained in Sections 3.3 and 3.4 hereof shall have been complied with, and Pro-Trans shall have received a certificate dated the Closing Date of an officer of each of CPVC and Subco acceptable to Pro-Trans, to such effect;

(i) CPVC shall have furnished Pro-Trans with:

(i) certified copies of the resolutions passed by the board of directors of CPVC and Subco approving this Agreement and the consummation of the transactions contemplated herein;

(ii) certified copies of the CPC Combination Resolution; and

(iii) certified copies of the Subco Amalgamation Resolution.

The conditions described above are for the exclusive benefit of Pro-Trans and may be asserted by Pro-Trans regardless of the circumstances, or may be waived by Pro-Trans in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Pro-Trans may have hereunder or at law.

5.3 **Conditions to Obligations of CPVC and Subco**. The obligations of CPVC and Subco to consummate the transactions contemplated herein are subject to the satisfaction, on or before the Closing Date, or such other date specified below, of the following conditions:

(a) each of the acts and undertakings of Pro-Trans to be performed on or before the Closing Date pursuant to the terms of this Agreement shall have been duly performed by Pro-Trans in all material respects;

(b) no Material Adverse Change in Pro-Trans shall have occurred between the date hereof and the Closing Date;

(c) except as affected by the transactions contemplated herein, the representations and warranties of Pro-Trans contained in Section 4.1 hereof shall be true in all material respects on the Closing Date with the same effect as though such representations and warranties had been made at and as of such time, and CPVC and Subco shall have received a certificate to such effect, dated the Closing Date, of an officer of Pro-Trans acceptable to CPVC and Subco, to the best of his knowledge, after having made reasonable inquiry;

(d) the covenants of Pro-Trans contained in Sections 3.1 and 3.2 hereof shall have been complied with, and CPVC and Subco shall have received a certificate, dated the Closing Date, of an officer of Pro-Trans acceptable to CPVC and Subco to such effect;

(e) Pro-Trans shall have furnished CPVC and Subco with:

(i) certified copies of the resolutions passed by the board of directors of Pro-Trans approving this Agreement and the consummation of the transactions contemplated herein; and

(ii) certified copies of the Pro-Trans Amalgamation Resolution.

The conditions described above are for the exclusive benefit of CPVC and Subco and may be asserted by CPVC and Subco regardless of the circumstances, or may be waived by either CPVC or Subco in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which CPVC or Subco may have hereunder or at law.

5.4 **Conditions**. The conditions set out in Sections 5.1, 5.2 and 5.3 hereof shall be conclusively deemed to have been satisfied, waived or released on the filing by Pro-Trans and Subco of the Articles of Amalgamation with the Registrar.

ARTICLE 6
NOTICES

6.1 **Notices**. All notices, requests and demands hereunder, which may or are required to be given pursuant to any provision of this Agreement, shall be given or made in writing and shall be delivered by courier, Facsimile or Email as follows:

if to Pro-Trans:

Pro-Trans Ventures Inc.
2815 Lorne Avenue
Saskatoon, Saskatchewan S7J 0S5

Attention: Russel Marcoux
Telephone: (306) 249-5045
Facsimile: (888) 651-4310
Email: russelm@yanke.ca

with a copy to:

Borden Ladner Gervais LLP
1000 Canterra Tower, 400-3rd Avenue SW
Calgary, Alberta T2P 4H2

Attention: Melinda Park
Telephone: (403) 232-9795
Facsimile: (403) 232-1395
Email: mpark@blgcanada.com

and if to CPVC or Subco:

CPVC Bromont Inc.
Suite 1600, Dome Tower
333 – 7th Avenue S.W.
Calgary, Alberta T2P 2Z1

Attention: Bill Hess
Telephone: (514) 395-1420
Facsimile: (514) 395-1744
Email: bhess@cpv-group.ca

with a copy to

Burstall Winger LLP
Suite 1600 Dome Tower
333 7th Avenue S.W.
Calgary, Alberta T2P 2Z1

Attention: Douglas Stuve
Telephone: (403) 234-3337
Facsimile: (403) 266-6016
Email: bourbon@burstall.com

or to such other addresses, facsimile numbers or email addresses as the parties may, from time to time, advise the other parties hereto by notice in writing. All notices, requests and demands hereunder shall be deemed to have been received, if delivered by courier on the date of delivery and if sent by facsimile or email, on the next Business Day after the transmission was sent.

ARTICLE 7
AMENDMENT AND TERMINATION OF AGREEMENT

7.1 **Amendment**. This Agreement may, at any time and from time to time before or after the holding of the CPVC Meeting, be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the parties hereto;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties hereto; or

(d) waive compliance with or modify any other conditions precedent contained herein,

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by the securityholders of Pro-Trans without approval by such securityholders of CPVC and Pro-Trans given in the same manner as required for the approval of the Amalgamation.

7.2 **Rights of Termination**. If any of the conditions contained in Article 5 hereof shall not be fulfilled or performed by July 31, 2009 (the "**Termination Date**") or such other later date mutually agreed upon by CPVC, Pro-Trans and Subco and such condition is contained in:

(a) Section 5.1 hereof, any of the parties hereto may terminate this Agreement by notice to the other parties;

(b) Section 5.2 hereof, Pro-Trans may terminate this Agreement by notice to CPVC and Subco; or

(c) Section 5.3 hereof, CPVC and Subco may terminate this Agreement by notice to Pro-Trans.

If this Agreement is terminated as aforesaid, the party terminating this Agreement shall be released from all obligations under this Agreement, all rights of specific performance against such party shall terminate and, unless such party can show that the condition or conditions the non-performance of which has caused such party to terminate this Agreement were reasonably capable of being performed by the other party, then the other party shall also be released from all obligations hereunder; and further provided that any of such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfillment or non-performance of any other condition.

7.3 **Notice of Unfulfilled Conditions**. If either of CPVC, Subco or Pro-Trans shall determine at any time prior to the Effective Date that it intends to refuse to consummate the Amalgamation or the

CPC Combination, as the case may be, or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other of them to be fulfilled or performed, CPVC, Subco or Pro-Trans, as the case may be, shall so notify the other of them forthwith upon making such determination in order that such other of them shall have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Termination Date.

7.4 **Termination**. This Agreement may, at any time before or after the holding of the CPVC Meeting, but no later than the last Business Day immediately preceding the Termination Date Date, be terminated by mutual agreement of CPVC, Pro-Trans and Subco without further action on the part of the CPVC Shareholders or Pro-Trans Shareholders, and if the Amalgamation does not become effective on or before the Termination Date, either CPVC, Subco or Pro-Trans may unilaterally terminate this Agreement, which termination will be effective upon notice thereof being given to the other of them.

ARTICLE 8
GENERAL

8.1 **Stand Still Agreement**. As long as this Agreement is in effect and except as contemplated herein, neither CPVC, Subco nor Pro-Trans (including their respective directors, officers and agents) will solicit any discussions, expressions of interest, proposals or accept any offers from any Person relating to a possible amalgamation, arrangement or relating to the sale of substantially all of the shares or assets, or any controlling equity interest of CPVC, Subco or Pro-Trans, as applicable, provided however that the board of directors of CPVC, Subco and Pro-Trans, as applicable, may take action or refrain from taking action as is appropriate to satisfy applicable fiduciary duties and further provided that CPVC, Subco and Pro-Trans (including their directors, officers and agents) may, after the Termination Date, solicit and accept offers if the Articles of Amalgamation are not filed with the Registrar by the Termination Date.

8.2 **Disclosure of Alternative Transaction**. In the event either Pro-Trans, Subco or CPVC shall receive an unsolicited proposal, offer or expression of interest in connection with any of those matters referred to in Section 8.1 hereof on or before the Termination Date, the recipient of such proposal, offer or expression of interest shall notify the other parties hereto and shall provide details of such proposal, offer or expression of interest to the other parties hereto.

8.3 **Entire Agreement**. The terms and provisions herein contained and the schedules hereto constitute the entire agreement between the parties and shall supersede all previous oral or written communications, including the Letter of Intent dated April 8, 2009 between the parties, as amended.

8.4 **Binding Effect**. This Agreement shall be binding upon and enure to the benefit of the parties hereto.

8.5 **Waiver and Modification**. Pro-Trans, Subco and CPVC may waive or consent to the modification of, in whole or in part, any inaccuracy or any representation or warranty made to them hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the covenants or agreements herein contained for their respective benefit or waive or consent to the modification of any of the obligations of the other parties hereto. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting such waiver or consent.

8.6 **No Personal Liability**.

(a) No director, officer, employee or agent of CPVC or Subco shall have any personal liability whatsoever to Pro-Trans under this Agreement, or any other document delivered in connection with the Amalgamation on behalf of CPVC or Subco.

(b) No director, officer, employee or agent of Pro-Trans shall have any personal liability whatsoever to CPVC or Subco under this Agreement, or any other document delivered in connection with the Amalgamation on behalf of Pro-Trans.

8.7 **Assignment**. No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

8.8 **Public Disclosure**. The parties agree to consult with each other before making any public disclosure or announcement of or pertaining to this Agreement, and that any such disclosure or announcement shall be mutually satisfactory to all parties; provided, however, this Section shall not apply in the event any party hereto is advised by its counsel that certain disclosures or announcements, which the other parties after reasonable notice will not consent to, are required to be made by applicable laws, stock exchange rules or policies of regulatory authorities having jurisdiction.

8.9 **Expenses**. Whether or not the CPC Combination is completed, CPVC, Subco and Pro-Trans shall each pay for their respective costs and expenses incurred in connection with the matters contemplated herein.

8.10 **Time of Essence**. Time is of the essence of this Agreement.

8.11 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of Alberta.

8.12 **Severability**. In the event that any provisions contained in this Agreement shall be declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, this Agreement shall continue in force with respect to the enforceable provisions and all rights and remedies accrued under the enforceable provisions shall survive any such declaration, and any non-enforceable provision shall to the extent permitted by law be replaced by a provision which, being valid, comes closest to the intention underlying the invalid, illegal and unenforceable provision.

8.13 **Confidentiality**. Each of Pro-Trans, Subco and CPVC will provide such information as to its financial condition, business, properties, title, assets and affairs (including any material contracts) as may reasonably be requested by the other party. Such information which:

(a) has not become generally available to the public; or

(b) was not available to a party or its representatives on a non-confidential basis before the date of this Agreement; or

(c) does not become available to a party or its representatives on a non-confidential basis from a person who is not, to the knowledge of the party or its representatives, otherwise bound by confidentiality obligations to the provider of such information or otherwise prohibited from transmitting the information to the party or its representatives;

will be kept confidential by each party and shall constitute confidential information (the "**Confidential Information**"). No Confidential Information may be released to third parties without the consent of the provider thereof, except that the parties hereto agree that they will not unreasonably withhold such consent to the extent that such Confidential Information is compelled to be released by legal process or must be released to regulatory bodies and/or included in public documents.

8.14 **Further Assurances**. Each party hereto shall, from time to time, and at all times hereafter, at the request of the other parties hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

8.15 **Counterparts**. This Agreement may be executed in separate counterparts, and all such counterparts when taken together shall constitute one agreement. The parties shall be entitled to rely on delivery of a facsimile copy or electronic PDF form of the executed Agreement and such facsimile copy or electronic PDF form shall be legally effective to create a valid and binding Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CPVC BROMONT INC.

Per: "*William L. Hess*"
William L. Hess

PRO-TRANS VENTURES INC.

Per: "*David Criddle*"
David Criddle

1468729 Alberta Ltd.

Per: "*William L. Hess*"
William L. Hess

SCHEDULE A
ARTICLES OF AMALGAMATION

Articles Of Amalgamation
Business Corporations Act
Section 185

1. **Name of Amalgamated Corporation**

Pro Trans Ventures Holdings Ltd.

2. **The classes of shares, and any maximum number of shares that the corporation is authorized to issue:**

See Schedule "A" attached hereto and forming a part hereof.

3. **Restrictions on share transfers (if any):**

No securities (other than non-convertible debt securities) of the Corporation shall be transferred without the approval of the Board of Directors.

4. **Number, or minimum and maximum number of directors:**

Minimum 1 - Maximum 10

5. **If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restriction(s):**

None.

6. **Other provisions (if any):**

See Schedule "B" attached hereto and forming a part hereof.

7. | **Name of Amalgamating Corporations** | **Corporate Access Number** |
|---|---|
| Pro-Trans Ventures Inc. | 2013640764 |
| 1468729 Alberta Ltd. | 2014687293 |

Name of Person Authorizing (please print)	Signature
Title (please print)	Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection and use of information can he directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

SCHEDULE "A" TO ARTICLES OF AMALGAMATION

THE CLASSES OF SHARES AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE ARE:

1. An unlimited number of Common shares, the holders of which are entitled:

   (a) to receive notice of and to attend and vote at all meetings of shareholders, except meetings at which only holders of a specified class of shares are entitled to vote;

   (b) to receive any dividend declared by the Corporation on this class of shares; provided that the Corporation shall be entitled to declare dividends on the Preferred shares, or on any of such classes of shares without being obliged to declare any dividends on the Common voting shares of the Corporation;

   (c) subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, to receive the remaining property of the Corporation upon dissolution in equal rank with the holders of all other Common shares of the Corporation; and

   (d) to the rights, privileges and restrictions normally attached to common shares.

2. An unlimited number of Preferred shares, which as a class, have attached thereto the following rights, privileges, restrictions and conditions:

   (a) the Preferred shares may from time to time be issued in one or more series, and the Directors may fix from time to time before such issue the number of Preferred shares which is to comprise each series and the designation, rights, privileges, restrictions and conditions attaching to each series of Preferred shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions;

   (b) the Preferred shares of each series shall, with respect to the payment of dividends and the distribution of assets or return of capital in the event of liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of the assets of the Corporation amongst its shareholders for the purpose of winding up its affairs, be entitled to preference over the voting and non voting Common shares and over any other shares of the Corporation ranking by their terms junior to the Preferred shares of that series. The Preferred shares of any series may also be given such other preferences, not inconsistent with these Articles, over the Common shares and any other such Preferred shares as may be fixed in accordance with clause (2)(a); and

   (c) if any cumulative dividends or amounts payable on the return of capital in respect of a series of Preferred shares are not paid in full, all series of Preferred shares shall participate rateably in respect of accumulated dividends and return of capital.

SCHEDULE "B" TO ARTICLES OF AMALGAMATION

OTHER RULES OR PROVISIONS:

1. The directors may between annual meetings, appoint one or more additional directors of the Corporation to serve until the next annual meeting, but the number of additional directors shall not at any time exceed one third (1/3) of the number of directors who held office at the expiration of the last annual meeting of the Corporation.

2. Meetings of the Shareholders or Directors may be held at any place within or outside Alberta.