

**Sheldon Huxtable**  
**PROFESSIONAL CORPORATION**

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Reply to:  
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January 7, 2011

**Alberta Securities Commission**  
4th Floor, 300 – 5th Avenue SW  
Calgary, Alberta T2P 3C4

and

**British Columbia Securities Commission**  
P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2

**Re: Rockex Mining Corporation (“Rockex Mining”)**  
**Filing of Articles of Amalgamation of Rockex Limited on SEDAR**

This letter accompanies the Articles of Amalgamation of Rockex Limited and 1837427 Ontario Inc. which are being filed in connection with the business combination or “three cornered” amalgamation involving Rockex Mining, Rockex Limited and 1837427 Ontario Inc., as explained in Rockex Mining’s management information circular dated November 19, 2010, with an effective date of January 1, 2011.

These Articles of Amalgamation are not those of Rockex Mining but they did serve to effect the business combination or reverse take-over of Rockex Mining by the shareholders of Rockex Limited.

Yours very truly,

**SHELDON HUXTABLE**  
**PROFESSIONAL CORPORATION**

*“Carol M. Chorich”*


Carol M. Chorich  
CMC:cs

1841059

**CERTIFICATE**  
 This is to certify that these articles  
 are effective on

**CERTIFICAT**  
 Ceci certifie que les présents statuts  
 entrent en vigueur le

**JANUARY 01 JANVIER, 2011**



Director / Directeur

Business Corporations Act / Loi sur les sociétés par actions

Form 4  
 Business  
 Corporations  
 Act

Formule 4  
 Loi sur les  
 sociétés par  
 actions

**ARTICLES OF AMALGAMATION  
 STATUTS DE FUSION**

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)  
 Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT) :

R	O	C	K	E	X	L	I	M	I	T	E	D													

2. The address of the registered office is:  
 Adresse du siège social :

Suite 1801-180 DUNDAS STREET WEST

Street & Number or R.R. Number & if Multi-Office Building give Room No. /  
 Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

TORONTO

ONTARIO

M	5	G	1	Z	8
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Name of Municipality or Post Office /  
 Nom de la municipalité ou du bureau de poste

Postal Code/Code postal

3. Number of directors is:      Fixed number            **OR** minimum and maximum              
 Nombre d'administrateurs :      Nombre fixe      **OU** minimum et maximum      1      9

4. The director(s) is/are: / Administrateur(s) :

First name, middle names and surname Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State 'Yes' or 'No' Résident canadien Oui/Non
SEE PAGE 1A		

4. The first director(s) is/are: / *Administrateur(s)*:

First name, middle names and surname <i>Prénom, autre prénoms et nom de famille</i>	Address for service, giving Street & No. or R.R. No., Municipality and postal code <i>Domicile élu, y compris la rue et le numéro, le numéro de la R.R. le nom de la municipalité et le code postal</i>	Resident Canadian State Yes or No <i>Résident Canadien Oui/Non</i>
Chris Dougherty	2340 Quail Drive Thunder Bay, Ontario P7K 1B9	Yes
Gilles Filion	864 Bexhill Road Mississauga, Ontario L5H 3L1	Yes
Pierre Gagné	RR#11, 1412 Louis Street Thunder Bay, Ontario P7B 5E2	Yes
Donald A. Sheldon	68 Hillholm Road Toronto, Ontario M5P 1M5	Yes
Jonathon Tondeur	1022 Maitland Street London, Ontario N5Y 2X9	Yes

5. Method of amalgamation, check A or B

*Méthode choisie pour la fusion – Cocher A ou B :*

**A - Amalgamation Agreement / Convention de fusion :**



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.  
*Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.*

or  
ou

**B - Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :**



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.  
*Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.*

The articles of amalgamation in substance contain the provisions of the articles of incorporation of  
*Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de*

and are more particularly set out in these articles.  
*et sont énoncés textuellement aux présents statuts.*

Names of amalgamating corporations <i>Dénomination sociale des sociétés qui fusionnent</i>	Ontario Corporation Number <i>Numéro de la société en Ontario</i>	Date of Adoption/Approval <i>Date d'adoption ou d'approbation</i>		
		Year <i>année</i>	Month <i>mois</i>	Day <i>jour</i>
ROCKEX LIMITED	001736775	2007	06	04
1837427 ONTARIO INC.	001837427	2010	11	16

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.  
*Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.*

N/A

7. The classes and any maximum number of shares that the corporation is authorized to issue:  
*Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :*

**an unlimited number of shares to be designated as "common shares"**

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

*Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :*

N/A

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:  
*L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :*

SEE PAGE 5A

10. Other provisions, (if any):  
*Autres dispositions, s'il y a lieu :*

N/A

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".  
*Les déclarations exigées aux termes du paragraphe 178(2) de la Loi sur les sociétés par actions constituent l'annexe A.*
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".  
*Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.*

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:  
*L'émission, le transfert ou la propriété d'actions est/n'est pas restreinte. Les restrictions, s'il y a lieu, sont les suivantes:*

#### Transferring Shares

The transfer of shares of the Corporation shall be restricted in that no share or shares in the capital stock of the Corporation may be transferred without either:

- (a) the sanction of the Board of Directors of the Corporation expressed by a resolution passed at a meeting of the Board of Directors or by an instrument or instruments in writing signed by a majority of the Board of Directors; or
- (b) the sanction of the holders of at least 51% of the votes attached to the shares of the Corporation for the time being outstanding and having at such time voting rights for all purposes, evidenced by a resolution passed at a meeting of the holders of the voting shares of the Corporation or by an instrument or instruments in writing signed by the holders of a majority of such voting shares;

provided, however, that, if any transfer shall be entered on the books of the Corporation prior to approval thereof as aforesaid, such transfer shall, upon such approval, be deemed to have been valid from the time the transfer was initially made.

#### Number of Shareholders

The number of shareholders of the Corporation (exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were while in that employment and have continued after the termination of that employment to be shareholders of the Corporation) is limited to not more than fifty (50), two or more persons who are the registered owners of one or more shares being counted as one shareholder.

#### No Public Offering

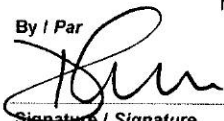
Any invitation to the public to subscribe for the securities of the Corporation is hereby prohibited.




These articles are signed in duplicate.  
 Les présents statuts sont signés en double exemplaire.

Name and **original signature** of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). **Only a director or authorized signing officer can sign on behalf of the corporation.** / *Nom et signature originale d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.*

### ROCKEX LIMITED

Names of Corporations / <i>Dénomination sociale des sociétés</i>		
By / Par 	Donald A. Sheldon	Director
Signature / <i>Signature</i>	Print name of signatory / <i>Nom du signataire en lettres moulées</i>	Description of Office / <i>Fonction</i>

### 1837427 ONTARIO INC.

Names of Corporations / <i>Dénomination sociale des sociétés</i>		
By / Par 	Carol Chorich	Secretary
Signature / <i>Signature</i>	Print name of signatory / <i>Nom du signataire en lettres moulées</i>	Description of Office / <i>Fonction</i>

Names of Corporations / <i>Dénomination sociale des sociétés</i>		
By / Par		
Signature / <i>Signature</i>	Print name of signatory / <i>Nom du signataire en lettres moulées</i>	Description of Office / <i>Fonction</i>

Names of Corporations / <i>Dénomination sociale des sociétés</i>		
By / Par		
Signature / <i>Signature</i>	Print name of signatory / <i>Nom du signataire en lettres moulées</i>	Description of Office / <i>Fonction</i>

Names of Corporations / <i>Dénomination sociale des sociétés</i>		
By / Par		
Signature / <i>Signature</i>	Print name of signatory / <i>Nom du signataire en lettres moulées</i>	Description of Office / <i>Fonction</i>

SCHEDULE "A" TO THE  
ARTICLES OF AMALGAMATION OF  
**ROCKEX LIMITED AND 1834747 ONTARIO INC.**

IN THE MATTER of the *Business Corporations Act* (Ontario)  
AND IN THE MATTER of the proposed amalgamation of  
Rockex Limited and 1834747 Ontario Inc.

I, Donald A. Sheldon, of the Province of Ontario, hereby make the following statement in support of the above-mentioned amalgamation pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario) (the "Act"):

1. I am a director of **ROCKEX LIMITED** and as such have personal knowledge of the following matters.
2. There are reasonable grounds for believing that:
  - (i) each of Rockex Limited and 1834747 Ontario Inc. is, and the amalgamated corporation resulting from the amalgamation of Rockex Limited and 1834747 Ontario Inc. will be, able to pay their respective liabilities as they become due, and
  - (ii) the realizable value of the said amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
3. There are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.
4. No creditors have notified Rockex Limited that they object to the amalgamation and accordingly clause 9(c) of subsection 178(2) of the Act has no application.
5. Since no notices have been received, clause (d) of subsection 178(2) of the Act has no application in the present circumstances.

DATED as of the 31<sup>st</sup> day of December, 2010.



\_\_\_\_\_  
Donald A. Sheldon


SCHEDULE "A" TO THE  
ARTICLES OF AMALGAMATION OF  
**ROCKEX LIMITED AND 1834747 ONTARIO INC.**

IN THE MATTER of the *Business Corporations Act* (Ontario)  
AND IN THE MATTER of the proposed amalgamation of  
Rockex Limited and 1834747 Ontario Inc.

I, Carol Chorich, of the Province of Ontario, hereby make the following statement in support of the above-mentioned amalgamation pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario) (the "Act"):

1. I am the secretary of **1834747 ONTARIO INC.** and as such have personal knowledge of the following matters.
2. There are reasonable grounds for believing that:
  - (i) each of Rockex Limited and 1834747 Ontario Inc. is, and the amalgamated corporation resulting from the amalgamation of Rockex Limited and 1834747 Ontario Inc. will be, able to pay their respective liabilities as they become due, and
  - (ii) the realizable value of the said amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
3. There are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.
4. No creditors have notified 1834747 Ontario Inc that they object to the amalgamation and accordingly clause 9(c) of subsection 178(2) of the Act has no application.
5. Since no notices have been received, clause (d) of subsection 178(2) of the Act has no application in the present circumstances.

DATED as of the 31<sup>st</sup> day of December, 2010.

  
\_\_\_\_\_  
Carol Chorich

**SCHEDULE "B" TO THE  
ARTICLES OF AMALGAMATION OF  
ROCKEX LIMITED AND 1834747 ONTARIO INC.**

**AMALGAMATION AGREEMENT**

**AMALGAMATION AGREEMENT**

**THIS AMALGAMATION AGREEMENT** made as of the 19th day of November, 2010

**AMONG:**

**ENVIROPAVE INTERNATIONAL LTD.**, a corporation incorporated under the laws of Alberta ("**Enviropave**");

-and-

**1837427 ONTARIO INC.**, a corporation incorporated under the laws of Ontario ("**Subco**");

-and-

**ROCKEX LIMITED**, a corporation incorporated under the laws of Ontario ("**Rockex**");

**WITNESSES THAT:**

**WHEREAS** Rockex and Subco have agreed to amalgamate pursuant to section 175 of the *Business Corporations Act* (Ontario), and for such purpose Enviropave has agreed to issue certain of its securities to the securityholders of Rockex;

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree with each other as follows:

**ARTICLE I  
DEFINITIONS**

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

- (a) "**Acquisition Proposal**" means any merger, amalgamation, arrangement, business combination, recapitalization, take-over bid, sale of material assets, material sale of treasury shares or rights or interests therein or thereto (other than the Proposed Financing) or similar transactions involving Enviropave, or a proposal to do so, excluding the transactions contemplated hereby;
- (b) "**Act**" means the *Business Corporations Act* (Ontario);
- (c) "**Affiliate**" means an affiliated body corporate within the meaning of the Act;
- (d) "**Agreement**" means this Agreement and all instruments supplemental hereto or in amendment or confirmation hereof; "herein", "hereof" and similar expressions mean and refer to this Agreement and not to any particular article, section, clause or subclause; and "Article", "Section", "clause" or "subclause" means and refers to the specified article, section, clause or subclause of this Agreement;
- (e) "**Amalco**" has the meaning specified in Section 2.2;
- (f) "**Amalgamating Corporations**" means Rockex and Subco;

- (g) **“Amalgamation”** means the amalgamation of Rockex and Subco pursuant to this Agreement and in accordance with the Act;
- (h) **“Approved Consolidation”** means the consolidation of Enviropave Shares on the basis of one (1) new common share for every two (2) existing common shares approved at the Enviropave shareholders meeting held on September 18, 2008, which consolidation was implemented on November 18, 2010;
- (i) **“Arm's Length”** has the same meaning ascribed thereto in the Tax Act;
- (j) **“Business Day”** means a day other than a Saturday, Sunday or holiday on which the principal commercial banks located in Toronto, Ontario, are open for business during normal banking hours;
- (k) **“Closing”** means the completion of the Amalgamation set forth herein, including the issuance of Exchange Shares and Enviropave Options, which shall take place on the Effective Date at the offices of Sheldon Huxtable Professional Corporation, Suite 1801, 180 Dundas Street West, Toronto, Ontario M5G 1Z8;
- (l) **“Effective Date”** means the date of the Amalgamation as set forth in the certificate of amalgamation for Amalco;
- (m) **“Enviropave”** means Enviropave International Ltd., a corporation existing under the laws of Alberta, said name to be changed to Rockex Mining Corporation or another acceptable name immediately prior to Closing;
- (n) **“Enviropave Options”** means the 440,000 incentive stock options to be issued by Enviropave as set out in Schedule “C” hereto;
- (o) **“Enviropave Securities”** means, collectively, Enviropave Shares and Enviropave Options;
- (p) **“Enviropave Shares”** means the fully paid and non-assessable common shares in the capital of Enviropave as constituted on the date hereof;
- (q) **“Enviropave's Auditors”** means DeVisser Gray, LLP whose principal office is located at 401 – 905 West Pender Street, Vancouver, British Columbia, V6C 1L6;
- (r) **“Enviropave's Business”** means its operations as an unlisted junior capital pool company;
- (s) **“Enviropave's Financial Statements”** mean the audited financial statements of Enviropave as at and for the fiscal year ended December 31, 2009 and the unaudited financial statements of Enviropave as at and for the periods ended March 31, June 30 and September 30, 2010 respectively consisting, in each case, of the balance sheet and the statements of operations, comprehensive loss and deficit, statement of cash flows and all notes thereto;
- (t) **“Exchange”** means the CNSX, TSX or TSXV, as applicable;
- (u) **“Exchange Shares”** means Post-Consolidation Enviropave Shares which are to be issued from the treasury of Enviropave in exchange for the issued and outstanding shares of Rockex pursuant to the Amalgamation in accordance with Section 3.1 hereof;
- (v) **“Generally Accepted Accounting Principles”** means the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with such principles;

- (w) **“Material Fact”** in relation to any party hereto includes, without limitation, any fact that significantly affects, or would reasonably be expected to have a significant effect on, the market price or value of the shares of such party;
- (x) **“Merger Proposal”** means any merger, amalgamation, arrangement, business combination, recapitalization, take-over bid, sale of material assets, material sale of treasury shares or rights or interests therein or thereto (other than the Proposed Financing) or similar transactions involving Rockex, or a proposal to do so, excluding the transactions contemplated hereby;
- (y) **“Person”** means any individual, corporation, partnership, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (z) **“Post-Consolidation Enviropave Shares”** means the common shares in the capital of Enviropave after implementation of the Approved Consolidation and the Proposed Consolidation;
- (aa) **“Proposed Consolidation”** means the proposed consolidation of the shares of Enviropave on the basis of one (1) new common share for every six (6) then existing common shares, which proposed consolidation shall be in addition to the Approved Consolidation;
- (bb) **“Proposed Financing”** means the proposed private placement financing of at least \$2,000,000 of flow-through and/or non-flow-through shares of Enviropave after the Proposed Consolidation and/or shares of Rockex, in any such case at a price of not less than \$0.50 per share, for gross proceeds of at least \$2,000,000 (or such other subscription price, exercise price and terms as Rockex may determine, provided that the gross proceeds shall not be less than \$2,000,000 and the price per share shall not be less than \$0.50 per share without the consent of Enviropave), being contemplated to be completed on or about the date of Closing;
- (cc) **“Rockex”** means Rockex Limited, a corporation existing under the laws of Ontario;
- (dd) **“Rockex Material Contracts”** means those agreements listed in Schedule “B” attached hereto;
- (ee) **“Rockex Shareholders”** means all of the shareholders of record registered as such on the books and records of Rockex;
- (ff) **“Rockex Shares”** means the fully paid and non-assessable common shares in the capital of Rockex as constituted on the date hereof;
- (gg) **“Rockex’ Assets”** means all of Rockex’ material assets including: (i) the rights, privileges and benefits arising under Rockex’ contracts; (ii) those assets set out in Rockex’ Financial Statements and (iii) those assets acquired by Rockex subsequent to the date of the Rockex Financial Statements;
- (hh) **“Rockex’ Business”** means the business previously and heretofore carried on by Rockex relating to Rockex’ mineral exploration activities;
- (ii) **“Rockex’ Financial Statements”** means the audited financial statements of Rockex as at and for the fiscal year ended December 31, 2009 and the unaudited financial statements of Rockex as at and for the periods ended March 31, June 30 and September 30, 2010, consisting, in each case, of the balance sheet and the statements of earnings and deficit and statement of cash flows and all notes thereto;
- (jj) **“Rockex’ Properties”** means those material properties used or to be used in Rockex’ Business and listed in Schedule “A” attached hereto;

- (kk) “**Securities Acts**” means collectively the *Securities Act* (Alberta) and the *Securities Act* (British Columbia) as may be amended from time to time, and any successors thereto;
- (ll) “**Subco**” means 1837427 Ontario Inc., a corporation existing under the laws of Ontario;
- (mm) “**Superior Proposal**” has the meaning ascribed thereto in Section 5.2 hereof;
- (nn) “**Superior Merger Proposal**” has the meaning ascribed thereto in Section 5.4 hereof;
- (oo) “**Subco Shares**” means the fully paid and non-assessable common shares in the capital of Subco;
- (pp) “**Tax Act**” means the *Income Tax Act* (Canada), as it may be amended from time to time, and any successor thereto; any reference herein to a specific section or sections of the Tax Act, or regulations promulgated thereunder, shall be deemed to include a reference to all corresponding provision of future law;
- (qq) “**Tax Laws**” shall mean the Tax Act and any applicable provincial, or foreign income taxation statute(s), as from time to time amended, and any successors thereto; and
- (rr) “**Third Party**” means any Person other than the parties to this Agreement.

1.2 **Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian funds.

1.3 **Tender.** Any tender of documents or money hereunder may be made upon the parties or their respective counsel and money may be tendered by bank draft or by certified cheque.

1.4 **Number and Gender.** Where the context requires, words imparting the singular shall include the plural and *vice versa*, and words imparting gender shall include all genders.

1.5 **Headings.** Article and Section headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement or affect the construction or interpretation of any provision hereof.

1.6 **Schedules.** The Schedules to this Agreement shall be construed with and be considered an integral part of this Agreement to the same extent as if the same had been set forth *verbatim* herein. The following Schedules are attached hereto:

Schedule “A”	Rockex’ Properties
Schedule “B”	Rockex Material Contracts
Schedule “C”	Enviro-pave Options

1.7 **Accounting Terms.** All accounting terms not specifically defined herein shall be construed in accordance with Generally Accepted Accounting Principles.

## ARTICLE II AMALGAMATION

2.1 **Agreement to Amalgamate.** The Amalgamating Corporations do hereby agree to amalgamate pursuant to the provisions of Section 175 of the Act as of the Effective Date and to continue as one corporation on the terms and conditions set out in this Agreement.

2.2 **Name.** The name of the amalgamated corporation, Amalco, shall be Rockex Limited (“**Amalco**”).



2.3 **Registered Office.** The registered office of Amalco shall be Suite 1801, 180 Dundas Street West, Toronto, Ontario M5G 1Z8.

2.4 **Authorized Capital.** Amalco shall be authorized to issue one class of shares consisting of an unlimited number of shares to be designated as "common shares".

2.5 **Number of Directors.** The board of directors of Amalco shall, until otherwise changed in accordance with the Act, consist of a minimum number of one (1) and a maximum number of nine (9) directors.

2.6 **Business.** There shall be no restrictions on the business which Amalco is authorized to carry on.

2.7 **Initial Directors.** The first directors of Amalco shall be the persons whose names and residential addresses appear below and one additional person to be nominated by Rockex prior to the Effective Date:

<u>Name</u>	<u>Address</u>	<u>Resident Canadian</u>
Chris Dougherty	2340 Quail Drive Thunder Bay, Ontario P7K 1B9	Yes
Gilles Filion	864 Bexhill Road Mississauga, Ontario L5H 3L1	Yes
Pierre Gagné	RR#11, 1412 Louis Street Thunder Bay, Ontario P7B 5E2	Yes
Donald A. Sheldon	68 Hillholm Road Toronto, Ontario M5P 1M5	Yes
Jonathon Tondeur	1022 Maitland Street London, Ontario N5Y 2X9	Yes

Such directors shall hold office until the next annual meeting of shareholders of Amalco or until their successors are elected or appointed.

2.8 **Issuance of Exchange Shares.** On the Effective Date, subject to Article III, the issued Rockex Shares and Rockex Options held by securityholders thereof shall be acquired by Enviropave and immediately cancelled and such securityholders of Rockex shall receive, and Enviropave shall issue, securities of Enviropave as set forth in Article III.

2.9 **By-Laws.** The by-laws of Amalco, until repealed, amended or altered, shall be the by-laws of Rockex and a copy of such by-laws may be examined at Suite 1801, 180 Dundas Street West, Toronto, Ontario, M5G 1Z8.

2.10 **Filing of Documents.** Upon the shareholders of each of the Amalgamating Corporations approving this Agreement by special resolution in accordance with the Act, and upon the other conditions precedent to the Amalgamation having been satisfied or waived, the Amalgamating Corporations shall jointly file with the Director, under the Act, articles of amalgamation and such other documents as may be required by the Act.

2.11 **Stated Capital.** The stated capital of Amalco, immediately after the Amalgamation becomes effective, shall be equal to the aggregate stated capital of each of the Amalgamating Corporations.

2.12 **Conversion of Subco Shares.** Upon the Amalgamation, the issued and outstanding shares in the capital of Subco shall be converted into issued and outstanding shares in the capital of Amalco, on a one for one basis.

**2.13 Private Company.** Amalco shall be incorporated as a “private issuer” within the meaning of applicable securities laws.

**2.14 Termination of Agreement by Amalgamating Corporations.** At any time before the endorsement of the Certificate of Amalgamation, this Agreement may be terminated by the directors of an Amalgamating Corporation or by the directors of Enviropave in accordance with the terms hereof, despite the approval of this Agreement by the shareholders of the Amalgamating Corporations.

### **ARTICLE III ISSUANCE OF ENVIROPAVE SECURITIES**

**3.1 Issuance of Shares.** In consideration of the agreement of the parties and their respective shareholders to the actions set forth herein, on the Effective Date:

- (a) Enviropave shall issue one (1) fully paid Exchange Share to Rockex Shareholders for each one (1) Rockex Share issued and outstanding as of the Effective Date; and
- (b) Enviropave shall issue one (1) Enviropave Option in exchange for the cancellation of each existing Rockex Option, each such Enviropave Option having the same exercise price, term, vesting date and other terms as the Rockex Option which such Enviropave Option replaces.

**3.2 Fractional Shares.** No fractional securities shall be issued by Enviropave pursuant to this Agreement. Any exchange that results in less than a whole number of securities shall be rounded up to the next whole number.

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES**

**4.1 Representations and Warranties of Enviropave.** Enviropave hereby represents and warrants to Rockex that:

- (a) Enviropave and Subco are corporations incorporated and subsisting under the laws of Province of Alberta and the Province of Ontario, respectively, have all requisite corporate power to own their respective properties and to conduct their respective business as it is presently being conducted and are registered or otherwise qualified to carry on business in all jurisdictions in which the nature of their assets or business makes such registration or qualification necessary or advisable;
- (b) subject to obtaining any required regulatory approvals, as applicable, Enviropave and Subco have full legal capacity and corporate power to enter into this Agreement and to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the actions and transactions contemplated in this Agreement;
- (c) all necessary corporate action has been taken, or will be taken on or before the Effective Date, by or on the part of Enviropave and Subco to authorize the execution and delivery of this Agreement, including, in the case of Subco, approval of the Amalgamation by special resolution of its sole shareholder, and the taking, performing or executing of such proceedings, acts and instruments as are necessary or advisable for consummating the actions and transactions contemplated in this Agreement and for fulfilling their respective obligations hereunder;
- (d) this Agreement has been duly executed and delivered on behalf of Enviropave and Subco and constitutes a legal, valid and binding obligation of each of them, enforceable against each of them in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency, re-organization or other laws relating to the enforcement of creditors' rights generally and by principles of equity;

- (e) neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfillment of the terms and provisions of this Agreement will:
  - (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under:
    - (1) any of the constating documents or by-laws of Enviropave or Subco; or
    - (2) any instrument, agreement, mortgage, judgment, order, award, decree or other instrument or restriction to which Enviropave or Subco is a party of or by which either of them is bound; or
  - (ii) except as otherwise described herein, require any affirmative approval, consent, authorization or other order or action by any court, governmental authority or regulatory body or by any creditor of Enviropave or Subco or any party to any agreement to which Enviropave or Subco is a party or by which Enviropave or Subco is bound, except as shall have been obtained prior to Closing;
- (f) the authorized capital of Enviropave consists of an unlimited number of common shares, an unlimited number of first preferred shares and an unlimited number of second preferred shares, of which, following the Approved Consolidation and prior to the issuance of any Enviropave Shares in connection with the conversion of any Enviropave debt, 4,673,010 common shares (and no first preferred shares and no second preferred shares) are presently issued and outstanding. Each of the presently issued and outstanding Enviropave Shares has been validly allotted and issued and is outstanding as a fully-paid and non-assessable share;
- (g) the authorized capital of Subco consists of an unlimited number of common shares, of which one share is presently issued and outstanding, of which Enviropave is the legal and beneficial owner.
- (h) except for 440,000 Enviropave Options, as disclosed in Schedule "C", and except for a finder's fee payable at Closing by the issuance of 130,000 Post-Consolidation Enviropave Shares, and except for the issuance of up to 504,000 Post-Consolidation Enviropave Shares (or up to 3,024,000 Enviropave Shares, or a combination of Post-Consolidation Enviropave Shares and Enviropave Shares, as the case may be) to settle up to \$252,000 of outstanding liabilities of Enviropave at a rate of \$0.50 per Post-Consolidation Enviropave Share or at a rate of \$0.0833 per Enviropave Shares, no Person has, or on the Effective Date will have, any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase from Enviropave or Subco of any Post-Consolidation Enviropave Shares (or any first preferred shares or second preferred shares of Enviropave) or Subco Shares or for the subscription, allotment or issuance of any unissued shares in the capital of Enviropave or Subco;
- (i) the books and records of Enviropave fairly and correctly set out and disclose in all material respects, the financial position of Enviropave as at the dates thereof and all material financial transactions of Enviropave relating to Enviropave's Business have been accurately recorded in such books and records;
- (j) Enviropave does not have any of its records, systems, controls, data or information recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership and direct control of Enviropave and, at Closing, Enviropave will have originals or copies of all such records, systems, controls, data or information in its possession or control;

- (k) Enviropave's Financial Statements fairly present the financial position of Enviropave as at the dates indicated therein and fairly present the results of operations for the periods ended on such dates, all in accordance with Generally Accepted Accounting Principles consistently applied throughout the period covered thereby. Enviropave's books of account reflect all items of income and expense and all assets and liabilities and accruals required to be reflected therein;
- (l) save and except for matters which are disclosed in Enviropave's Financial Statements or otherwise expressly set out in this Agreement, Enviropave has not and Subco has not (nor has either of them agreed to nor shall either of them agree to do any of the following on or before the Effective Date):
  - (i) incurred any debts, obligations or liabilities (absolute, accrued, contingent or otherwise and whether due or to become due), except debts, obligations and liabilities incurred in the ordinary course of its business and, more particularly, neither Enviropave nor Subco shall incur any liabilities from September 30, 2010 up to the Effective Date in excess of \$25,000 in the aggregate (including all transactional costs related to the Amalgamation);
  - (ii) discharged or satisfied any liens or paid any obligation or liability other than liabilities shown on Enviropave's Financial Statements, other than in the ordinary course of its business;
  - (iii) declared or made any payment, distribution or dividend based on its shares or purchased, redeemed or otherwise acquired any of the shares in its capital or other securities or obligated itself to do so;
  - (iv) mortgaged, pledged or subjected to lien or other security interest any of its assets, tangible or intangible;
  - (v) sold, assigned, leased, transferred or otherwise disposed of any of its assets (excluding inventory) whether or not in the ordinary course of business;
  - (vi) authorized or become liable for any compensation payable or to become payable to any of its officers, directors, consultants or employees, or in any bonus payment to or arrangement made with any officer, director, consultant or employee, or made any material changes in its personnel policies or employee benefits;
  - (vii) cancelled, waived, released or compromised any debt, claim or right resulting in a material adverse effect on its business, prospects or financial condition;
  - (viii) significantly altered or revised any of its accounting principles, procedures, methods or practices except as required under Generally Accepted Accounting Principles;
  - (ix) changed its credit policy as to provision of services, sales of inventories or collection of accounts receivable;
  - (x) suffered any material damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting any of its properties, business or prospects;
  - (xi) entered into any transaction, contract or commitment other than in the ordinary course of its business except for the transactions set forth in this Agreement;
  - (xii) made or authorized any capital expenditures;
  - (xiii) issued or sold any shares in its capital stock or other securities, or granted any options with respect thereto except as otherwise referred to in paragraph 4.1(h) hereof; or

- (xiv) suffered or experienced any material adverse change in, or event or circumstance affecting, the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business, operations or prospects, and neither Enviropave nor Subco has any knowledge, information or belief of any fact, event or circumstances which might reasonably be expected to affect materially and adversely the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business operations or prospects, and has not changed any shares of its capital stock, whether by way of reclassification, stock split or otherwise, save and except for the Approved Consolidation and the Proposed Consolidation;
- (m) the corporate records and minute books of Enviropave and Subco as provided to Rockex or its legal counsel contain complete and accurate minutes of all meetings of and corporate actions or written consents by the directors and shareholders of Enviropave and Subco, respectively, including all by-laws and resolutions passed by the board of directors and shareholders of Enviropave and Subco, respectively, since the incorporation of Enviropave and Subco, respectively; and all such meetings were duly called and held. The shareholders' list maintained by Enviropave's registrar and transfer agent is, to the best of Enviropave's knowledge, complete and accurate in all respects and the sole shareholder of Subco is Enviropave;
- (n) other than Subco, Enviropave does not hold or own, beneficially or otherwise, any securities of any other corporation or other entity;
- (o) Enviropave does not operate or engage in, and since its incorporation Enviropave has never operated or engaged in, any business activities, operations or management of any nature or kind whatsoever other than Enviropave's Business, and Subco has no assets and no liabilities and has never operated or engaged in any business activities or operations of any nature or kind whatsoever;
- (p) except as expressly referred to in Enviropave's Financial Statements,
  - (i) neither Enviropave nor Subco has outstanding any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever or is bound under any agreement to create, issue or incur any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever, and
  - (ii) neither Enviropave nor Subco is a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person.
- (q) since their respective dates of incorporation, no payments have been made or authorized by Enviropave or Subco to any of its respective officers, directors, employees, shareholders or former directors, officers, employees or shareholders or to any person not dealing at Arm's Length with any of the foregoing, except those expressly disclosed herein, reflected in Enviropave's Financial Statements or, for Enviropave only, made in the ordinary course of its business;
- (r) Enviropave has filed all tax returns required to be filed by it prior to the date hereof in all applicable jurisdictions and has paid, collected and remitted all taxes, customs duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by it at present. All such tax returns properly reflect, and do not in any respect understate the income, taxable income or the liability for taxes of Enviropave in the relevant period and the liability of Enviropave for the collection, payment and remittance of tax under applicable Tax Laws. No waivers have been filed by Enviropave with any taxing authority;
- (s) adequate provision has been made in Enviropave's Financial Statements for all taxes, governmental charges and assessments, including interest and penalties thereon, payable by

Enviro pave for all periods up to the date of the balance sheets comprising part of Enviro pave's Financial Statements;

- (t) Enviro pave has withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof up to and including the date hereof;
- (u) there are no actions, suits or other proceedings, investigations or claims in progress or pending and, to the best of Enviro pave's belief and knowledge, there are no actions, suits or other proceedings or investigations or claims threatened, against Enviro pave in respect of any taxes, governmental charges or assessments and no waivers have been filed by Enviro pave with any taxing authority;
- (v) Enviro pave is conducting and has always conducted Enviro pave's Business in substantial compliance with all applicable laws, rules and regulations of each jurisdiction in which Enviro pave's Business has been carried on, is not currently in material breach of any such laws, rules or regulations and is duly licensed, registered or qualified in each jurisdiction in which Enviro pave owns or leases property or carries on Enviro pave's Business, to enable Enviro pave's Business to be carried on as now conducted;
- (w) to the best of Enviro pave' knowledge and belief, all private placements and other issuances of Enviro pave Shares have been completed in accordance with all applicable securities laws and regulations;
- (x) other than the filing of articles of amalgamation and any required regulatory approvals in connection with the Amalgamation, no consent, licence, approval, order or authorization of, or registration, filing or declaration with any governmental authority that has not been obtained or made by Enviro pave and no consent of any Third Party is required to be obtained by Enviro pave or Subco in connection with the execution, delivery and performance by Enviro pave of this Agreement or the consummation of the transactions contemplated hereby;
- (y) there is no action, lawsuit, claim, proceeding or investigation pending or, to the best knowledge of Enviro pave, threatened against, relating to or affecting Enviro pave or Subco before any court, government agency, or any arbitrator of any kind, and Enviro pave is not aware of any existing ground on which any such proceeding might be commenced with any reasonable likelihood of success and there is not presently outstanding against Enviro pave or Subco any judgment, decree, injunction, rule or order of any court, governmental agency, or arbitrator relating to or affecting Enviro pave;
- (z) there is not now outstanding any arrangement (contractual or otherwise) between Enviro pave or Subco and any Person which will or may be, terminated or, to the best of the knowledge of Enviro pave or Subco, prejudicially affected as a result of the Amalgamation contemplated herein;
- (aa) Enviro pave has no employees, Subco has no employees and neither of them has ever had any employees and no individual claiming to be an employee has made any claim or, to the best of Enviro pave's knowledge, has any basis for any action or proceeding against Enviro pave or Subco, arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or worker's compensation;
- (bb) neither Enviro pave nor Subco has made any agreements with any labour union or employee association or made any commitments to or conducted any negotiations with any labour union or employee association with respect to any future agreements;

- (cc) no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any of Enviropave's employees or any of Subco's employees by way of certification, interim certification, voluntary recognition, designation or successor rights;
- (dd) neither Enviropave nor Subco is a party to any lease or agreement in the nature of a lease, whether as lessor or lessee except for a written lease with Manipave Construction Ltd., as landlord, for the use of certain premises at a rate of \$2,500 per month, which lease was terminated by notice given November 1, 2010 and, since such date, no liabilities are accruing or will accrue prior to the Effective Date in connection therewith;
- (ee) neither Enviropave nor Subco currently owns any insurable assets or any material assets or currently maintains any policies of insurance;
- (ff) there are no outstanding written or oral employment contracts, sales, services, management or consulting agreements, employee benefit or profit-sharing plans, or any bonus arrangements with any employee, officer, director, consultant, contractor or service provider of Enviropave or Subco, nor is either of them a party to any outstanding oral contracts of employment or services which are not terminable on the giving of reasonable notice in accordance with applicable law, all of which will be terminated on or before the Effective Date. There are no pension or retirement plans established by or for Enviropave for the employees, officers, directors or other service providers of Enviropave's Business or by Subco;
- (gg) there are no outstanding written or oral arrangements, commitments, agreements or contracts between either Enviropave or Subco, on the one hand, and any Third Party, except for those with Enviropave's registrar and transfer agent, Enviropave's or Subco's legal counsel and Enviropave's auditors;
- (hh) Enviropave is a "reporting issuer" under each of the Securities Acts and is not in default of any requirement of any such Securities Act; and
- (ii) no representation or warranty made by Enviropave or by Subco in this Agreement and no statement made in any schedule, exhibit, certificate or other document furnished pursuant to this Agreement, contains, or will contain on the Effective Date, any untrue statement of a Material Fact or omits, or will omit, to state any Material Fact necessary to make such representation or warranty or any such statement not misleading. Neither Enviropave nor Subco knows of any fact which, if known to Rockex, would deter Rockex from consummating the transactions contemplated herein.

4.2 No investigations made by or on behalf of Rockex at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by Enviropave or Subco herein or pursuant hereto and no waiver by Rockex of any condition, in whole or in part, shall operate as a waiver of any other conditions.

4.3 **Representations and Warranties of Rockex.** Rockex hereby represents and warrants to Enviropave and Subco that:

- (a) Rockex is a corporation incorporated and subsisting under the laws of the Province of Ontario, has all legal capacity and requisite corporate power to own its properties and to conduct its business as it is presently being conducted, and is duly registered or otherwise qualified to carry on business in all jurisdictions in which the nature of its assets or business makes such registration or qualification necessary or advisable;
- (b) all necessary corporate action has been taken, or will be taken prior to the Closing, by or on the part of Rockex to authorize the execution and delivery of this Agreement and the taking,

performing or executing of such proceedings, acts and instruments as are necessary or advisable for consummating the actions and transactions contemplated in this Agreement and for fulfilling its obligations hereunder, including approval of the Amalgamation by special resolution of its shareholders, and Rockex will use its best efforts to obtain approval by special resolution of its shareholders;

- (c) to the best of Rockex' knowledge and belief (without independent inquiry, search or investigation), the Rockex Shareholders are the registered and beneficial owners of all of the issued and outstanding Rockex Shares, which Rockex Shares constitute all of the issued and outstanding shares in the capital of Rockex, free and clear of all liens, charges, pledges, security interests, demands, adverse claims, rights or any other encumbrances whatsoever and to the best of the knowledge of Rockex (without independent inquiry, search or investigation) no Person has any right, option, agreement or arrangement capable of becoming an agreement for the acquisition of any of the Rockex Shares or any interest therein from the Rockex Shareholders;
- (d) Rockex has the full legal capacity and corporate power to enter into this Agreement and to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the other actions and transactions contemplated in this Agreement and to fulfill its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by Rockex and this Agreement constitutes a legal, valid and binding obligation of Rockex enforceable against Rockex in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency, re-organization or other laws relating to the enforcement of creditors' rights generally and by principles of equity;
- (f) neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfillment of the terms and provisions of this Agreement will:
  - (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under:
    - (1) any of the constating documents or by-laws of Rockex; or
    - (2) any instrument, agreement, mortgage, judgment, order, award, decree or other instrument or restriction to which Rockex is a party or by which Rockex is bound; and
  - (ii) except as otherwise described herein, require any affirmative approval, consent, authorization or other order or action by any court, governmental authority or regulatory body or by any creditor of Rockex or any party to any agreement to which Rockex is a party or by which Rockex is bound, except as shall have been obtained prior to Closing;
- (g) except for the Rockex Material Contracts, no person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase of any unissued shares in the securities of Rockex, save and except 400,000 Rockex Options referred to in Schedule "C";
- (h) the authorized capital of Rockex is an unlimited number of common shares of which 38,736,454 shares are presently validly issued and outstanding as fully paid and non-assessable shares in the capital of Rockex and of which 400,000 shares are issuable pursuant to 400,000 Rockex Options which are presently validly issued and outstanding;



- (i) the books and records of Rockex fairly and correctly set out and disclose in all material respects, the financial position of Rockex as at the dates thereof and all material financial transactions of Rockex relating to Rockex' Business have been accurately recorded in such books and records;
- (j) Rockex does not have any of its records, systems, controls, data or information recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership and direct control of Rockex;
- (k) save and except for matters which are disclosed in the Rockex Financial Statements or otherwise expressly set out in this Agreement, Rockex has not (nor has it agreed to):
  - (i) incurred any debts, obligations or liabilities (absolute, accrued, contingent or otherwise and whether due or to become due), except debts, obligations and liabilities incurred in the ordinary course of business;
  - (ii) discharged or satisfied any liens or paid any obligation or liability other than liabilities shown on Rockex' Financial Statements, other than in the ordinary course of business;
  - (iii) declared or made any payment, distribution or dividend based on its shares or purchased, redeemed or otherwise acquired any of the shares in its capital or other securities or obligated itself to do so;
  - (iv) mortgaged, pledged or subjected to lien or other security interest any of its assets, tangible or intangible other than royalty interests granted to vendors of mineral exploration properties in the ordinary course of business;
  - (v) sold, assigned, leased, transferred or otherwise disposed of any of its assets;
  - (vi) increased materially the compensation payable or to become payable by Rockex to any of its officers, directors, consultants or employees, or in any bonus payment to or arrangement made with any officer, director, consultant or employee, or made any material changes in the personnel policies or employee benefits of Rockex;
  - (vii) cancelled, waived, released or compromised any debt, claim or right resulting in a material adverse effect on the business, prospects or financial condition of Rockex;
  - (viii) significantly altered or revised any of its accounting principles, procedures, methods or practices except as required under Generally Accepted Accounting Principles or other regulatory guidelines;
  - (ix) changed its credit policy as to provision of services, sales of inventories or collection or accounts receivable;
  - (x) suffered any material damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the properties, business or prospects of Rockex;
  - (xi) entered into any transaction, contract or commitment other than in the ordinary course of business except for the transactions set forth in this Agreement;
  - (xii) made or authorized any capital expenditures in excess of \$100,000 in the aggregate except for commitments made in respect of the Rockex Properties or the acquisition of other exploration properties;

- (xiii) except for the Proposed Financing or as set out in the Rockex Material Contracts, issued or sold any shares in its capital stock or other securities, or granted any options with respect thereto; or
- (xiv) suffered or experienced any material adverse change in, or event or circumstance affecting, the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business, operations or prospects and Rockex has no knowledge, information or belief of any fact, event or circumstances which might reasonably be expected to affect materially and adversely the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business operations or prospects and it has not changed any shares of its capital stock, whether by way of reclassification, stock split or otherwise;
- (l) the Rockex Financial Statements fairly present the financial position of Rockex as at the date thereof and fairly present the results of operations for the periods ended on such dates, all in accordance with Generally Accepted Accounting Principles consistently applied throughout the period covered thereby, save and except as stated therein. Rockex' books of account reflect items of income and expense and all assets and liabilities and accruals required to be reflected therein;
- (m) the corporate records and minute books of Rockex as made available to Enviropave or its legal counsel contain complete and accurate minutes of all meetings of and corporate actions or written consents by the directors and shareholders of Rockex, including all by-laws and resolutions passed by the board of directors and shareholders of Rockex, since the date of its incorporation and all such meetings were duly called and held; the shareholders' list maintained by Rockex (as made available to Enviropave) is, to the best of Rockex' knowledge, complete and accurate in all respects;
- (n) Rockex does not operate or engage in any business activities, operations or management of any nature or kind whatsoever other than Rockex' Business and does not hold or own, beneficially or otherwise, any securities of any other corporation or entity;
- (o) except as expressly referred to in Rockex' Financial Statements,
  - (i) Rockex does not have outstanding any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever and Rockex is not bound under any agreement to create, issue or incur any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever; and
  - (ii) Rockex is not a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (p) since the date of its incorporation, no payments have been made or authorized by Rockex to its officers, directors, employees, shareholders or former directors, officers, employees or shareholders or to any person not dealing at Arm's Length with any of the foregoing, except those expressly disclosed herein, contained in Rockex' minute book, or reflected in Rockex' Financial Statements, or otherwise made in the ordinary course of business;
- (q) Rockex has filed all tax returns required to be filed prior to the date hereof in all applicable jurisdictions and has paid, collected and remitted all taxes, customs duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by Rockex at present. All such tax returns properly reflect, and do not in any respect understate, the income, taxable income or the liability for taxes of Rockex in the relevant period and the liability of Rockex for the collection, payment and remittance of tax under applicable Tax Laws. No waivers have been filed by Rockex with any taxing authority;

- (r) adequate provision has been made in Rockex' Financial Statements for all taxes, governmental charges and assessments, including interest and penalties thereon, payable by Rockex, for all periods up to the date of the balance sheets comprising part of Rockex' Financial Statements;
- (s) Rockex has withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof up to and including the date hereof;
- (t) Rockex is conducting and has always conducted Rockex' Business in substantial compliance with all applicable laws, rules and regulations of each jurisdiction in which Rockex' Business is carried on, is not currently in material breach of any such laws, rules or regulations and is duly licensed, registered or qualified, in each jurisdiction in which Rockex owns or leases property or carries on Rockex' Business, to enable Rockex' Business to be carried on as now conducted;
- (u) to the best of Rockex' knowledge and belief, all private placements and other issuances of Rockex Shares have been completed in accordance with all applicable securities laws and regulations;
- (v) Rockex does not have and has never had any employees and no person claiming to be an employee has made any claim or, to the best of Rockex' knowledge, has any basis for any action or proceeding against Rockex, arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or worker's compensation;
- (w) Rockex has not made any agreements with any labour union or employee association nor made any commitments to or conducted any negotiations with any labour union or employee association with respect to any future agreements;
- (x) no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any of the employees or Rockex by way of certification, interim certification, voluntary recognition, designation or successor rights;
- (y) there is no material (either alone or in the aggregate) action, lawsuit, claim, proceeding, or investigation pending or, to the best knowledge of Rockex, threatened against, relating to or affecting Rockex before any court, government agency, or any arbitrator of any kind. Rockex is not aware of any existing ground on which any such proceeding might be commenced with any reasonable likelihood of success and there is not presently outstanding against Rockex any judgment, decree, injunction, rule or order of any court, governmental agency, or arbitrator relating to or affecting Rockex, Rockex' Assets or Rockex' Business.
- (z) there is not now outstanding any arrangement (contractual or otherwise) between Rockex and any Person which will or may be terminated or, to the best knowledge of Rockex, prejudicially affected as a result of the Amalgamation contemplated herein;
- (aa) Rockex is not a "reporting issuer" (or the equivalent) under the securities legislation of any jurisdiction;
- (bb) all property (including Rockex' Properties listed in Schedule "A") which is necessary or incidental to the conduct of Rockex' Business as the same is presently being carried on is valid and subsisting and held by Rockex, with good and marketable title to any mineral exploration claims which are patented and rights to explore for minerals in respect of any claims which are unpatented; all such claims are in good standing free and clear of all security interests, claims, liens, objections and infringements of every nature and kind (other than applicable royalty interests, assessment work obligations and taxes) and all registrations therefor have been kept renewed and are in full force and effect. No claim has been made that the conduct of the business of Rockex infringes or breaches any property rights of any person, nor has Rockex received any

notice that the conduct of the business, including the use of the property owned or used by Rockex, infringes upon or breaches any property rights of any person, and, to the best of the knowledge of Rockex, there has been no infringement or violation of any of the rights of Rockex in such property. Rockex is not aware of any state of facts which casts doubt on the validity or enforceability of any of the property rights owned or used by Rockex;

- (cc) Rockex is not in default or breach of any of its obligations under any one or more contracts, agreements (written or oral), commitments, indentures or other instruments to which it is a party or by which it is bound, and there exists no state of facts which, after notice or lapse of time or both, would constitute such to be a default or breach. All such contracts, agreements, commitments, indentures and other instruments are now in good standing and in full force and effect without amendment thereto, Rockex is entitled to all benefits thereunder and, to the best of the knowledge of Rockex, the other parties to such contracts, agreements, commitments, indentures and other instruments are not in default or breach of any of their obligations thereunder. There are no contracts, agreements, commitments, indentures or other instruments under which Rockex' rights or the performance of its obligations are dependent upon or supported by the guarantee of, or any security provided by, any other Person. Set forth in Schedule "B" hereto is an accurate and complete list of all material written contracts, agreements, commitments, indentures and other instruments to which Rockex is a party or by which Rockex is bound;
- (dd) there are reasonable grounds for believing that (i) Rockex is, and Amalco will be, able to pay its liabilities as they become due, (ii) the realizable value of Amalco's assets will not be less than the aggregate of its liabilities and stated capital of all classes and (iii) no creditor of Rockex will be prejudiced by the Amalgamation; and
- (ee) no representation or warranty made by Rockex in this Agreement and no statement made in any schedule, exhibit, certificate or other document furnished pursuant to this Agreement, contains, or will contain, any untrue statement of a Material Fact or omits, or will omit, to state any Material Fact necessary to make such representation or warranty or any such statement not misleading. Rockex does not know of any fact which, if known to the other parties hereto, would deter them from consummating the transactions contemplated herein.

4.4 No investigations made by or on behalf of Enviropave or Subco at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by Rockex herein or pursuant hereto and no waiver by Enviropave or Subco of any condition, in whole or in part, shall operate as a waiver of any other condition.

## ARTICLE V COVENANTS

5.1 **General Covenants of Enviropave.** Enviropave covenants and agrees that, unless otherwise contemplated herein, Enviropave shall, and if applicable shall cause Subco, to:

- (a) take all requisite action to:
  - (i) approve this Agreement;
  - (ii) duly call and hold a meeting of shareholders of Enviropave to approve, among other things:
    - (1) the issuance of the Exchange Share;
    - (2) a change of name of Enviropave to Rockex Mining Corporation, or such other name as the directors may determind;

- (3) the Proposed Consolidation;
  - (4) an increase in the board to six directors, as at and from the Effective Date, and the delegation to the directors of authority to set the number of directors from time to time between the minimum and the maximum set out in the articles of Enviropave provided the corporate laws of the governing jurisdiction so permit at the applicable time;
  - (5) a change of auditors to Grant Thornton, LLP as at and from the Effective Date; and
  - (6) the continuance of Enviropave into the jurisdiction of Ontario following the Effective Date;
- (iii) approve the Amalgamation; and
  - (iv) approve such actions as Rockex may determine to be necessary or desirable for the purposes hereof;
- (b) assuming receipt of the required shareholder approval at the meeting contemplated in Section 5.1(a)(ii), to file, immediately following the meeting, and in any event prior to the Closing, Articles of Amendment under the *Business Corporations Act* (Alberta) in the requisite form to effect the Proposed Consolidation and the change of name;
  - (c) co-operate fully and on a timely basis with Rockex and its counsel in the preparation and filing with the Exchange and the securities commissions and the mailing to Enviropave of a principal disclosure document for Enviropave on a pre and post-Closing basis;
  - (d) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;
  - (e) upon Enviropave receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to the solicitors for Rockex;
  - (f) in consultation with Rockex and its counsel, forthwith use its best efforts to obtain all necessary regulatory approvals and to make application to an Exchange designated by Rockex for listing of Post-Consolidation Enviropave Shares and the Post-Consolidation Enviropave Shares underlying the Enviropave Options following the Closing and assist in making all submissions, preparing all press releases and circulars and making all notifications required with respect to this transaction and the issuance of shares as contemplated hereunder;
  - (g) take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;
  - (h) use its best efforts to maintain Enviropave's status as a "reporting issuer" in Alberta and British Columbia;
  - (i) take all steps necessary to arrange and implement agreements with Enviropave's creditors on or before the Closing to convert all outstanding liabilities owed by Enviropave to such creditors (excluding only those creditors with aggregate liabilities not in excess of \$35,000 (including

liabilities related to the transaction contemplated hereunder) permitted by Rockex) at a rate of not less than \$0.50 per Post-Consolidation Enviropave Share;

- (j) arrange for and obtain mutual releases effective on the Effective Date in respect of all existing contractual obligations, including without limitation, from Enviropave's landlord;
- (k) cause each of the officers and directors of Enviropave and Subco to tender their resignations as such to be effective on acceptance by the respective boards of directors of Enviropave and Subco;
- (l) on the Effective Date, accept sequentially the resignations of J. Bryan Tassin, Steve Konopinski, Frank E. Martens and Myrna E. Reid as directors of Enviropave and cause the appointment of Chris Dougherty, Gilles Filion, Pierre Gagné, Donald A. Sheldon and Jonathon Tondeur (and such other individual as may be designated by Rockex prior to the Effective Date) as directors of Enviropave (the "New Enviropave Board") to sequentially fill each vacancy created by such resignations and the additional two vacancies which will be created on the Effective Date;
- (m) on the Effective Date, accept the resignations of J. Bryan Tassin, Steve Konopinski and Myrna Reid as officers of Enviropave;
- (n) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article VI to the extent the same is within its control and take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Amalgamation, including using its reasonable commercial efforts to:
  - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to agreements and other contracts;
  - (ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;
  - (iii) effect all necessary registrations and filings and submissions of information requested by governmental entities and securities regulatory authorities required to be effected by it in connection with the Amalgamation and participate and appear in any proceedings of either party before governmental entities and securities regulatory authorities in connection with the Amalgamation;
  - (iv) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;
  - (v) fulfill all conditions and satisfy all provisions of this Agreement;
  - (vi) cooperate with the other parties to this Agreement in connection with the performance by Enviropave and Subco of their respective obligations hereunder; and
  - (vii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the Amalgamation;
- (o) not incur any liabilities of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which Enviropave or Subco may become liable before, on or after the Closing, except as set out in Enviropave's Financial Statements and except for up to \$25,000 in public company and transactional costs in the aggregate incurred prior to Closing, all of which will be disclosed in writing to Rockex on or before Closing;

- (p) validly issue the Exchange Shares hereunder as fully paid and non-assessable Post-Consolidation Enviropave Shares in the capital of Enviropave, free and clear of all mortgages, liens, charges, security deposits, adverse claims, pledges, encumbrances, options, warrants, rights, privileges and demands whatsoever;
- (q) validly issue the Enviropave Options set out in Schedule "C" hereto, free of all mortgages, liens, charges, security deposits, adverse claims, pledges, encumbrances, rights, privileges and demands whatsoever, and allot and reserve for issuance sufficient Post-Consolidation Enviropave Shares to provide for the issuance of Post-Consolidation Enviropave Shares on the exercise of any and all such options;
- (r) to file, duly and timely, all tax returns required to be filed by Enviropave or by Subco and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency;
- (s) neither declare nor pay any dividends or other distributions or returns of capital on Enviropave Shares or Post-Consolidation Enviropave Shares from the date of this Agreement until the Closing without the prior consent of Rockex; and
- (t) on the Closing, issue 65,000 Post-Consolidation Enviropave Shares (at an ascribed value of \$0.50 per share) to each of Colin Tassin and Harley Sinclair (or as they may otherwise direct) as finders' fees.

5.2 **Enviropave's Covenant Regarding Non-Solicitation.** Enviropave shall not, directly or indirectly, through any officer, director, employee, representative or agent, solicit, initiate, invite or knowingly encourage (including by way of furnishing confidential information or entering into any form of agreement, arrangement or understanding) the initiation of or participate in, any inquiries or proposals regarding an Acquisition Proposal, provided that nothing contained in this Section 5.2 or other provisions of this Agreement shall prevent the board of directors of Enviropave from considering, negotiating, approving or recommending to its shareholders an agreement in respect of an unsolicited *bona fide* written Acquisition Proposal (i) in respect of which the board of directors of Enviropave determines (having consulted outside counsel) that in the exercise of its fiduciary duty it would be necessary for such board of directors to take such action in order to avoid breaching its fiduciary duties, and (ii) in respect of which the board of directors of Enviropave determines in good faith, after consultation with financial advisors, if consummated in accordance with its terms, would result in a transaction more favourable to its shareholders than the transaction contemplated hereby (any such Acquisition Proposal that satisfies clauses (i) and (ii) above being referred to herein as a "**Superior Proposal**").

Enviropave shall continue to refrain from participating in any discussions or negotiations with any parties (other than the parties hereto) with respect to any potential Acquisition Proposal.

Enviropave shall immediately notify the other parties hereto (both orally and in writing) of any future Acquisition Proposal of which Enviropave's directors or senior officers become aware of or any amendments to the foregoing or any request for non-public information relating to Enviropave in connection with an Acquisition Proposal or for access to the properties, books or records or for a list of the shareholders by any person or entity that informs Enviropave that it is considering making an Acquisition Proposal. Such notice shall include a copy of all written communications and a description of the material terms and conditions of any proposal and provide such details of the proposal, inquiry or contact as the other parties hereto may reasonably request, including, without limitation, the identity of the person and controlling person, if any, making such proposal, inquiry or contact.

Enviropave shall not accept, approve, or recommend or enter into any agreement in respect of an Acquisition Proposal on the basis that it constitutes a Superior Proposal unless (i) it has provided the other parties hereto with a copy of the Acquisition Proposal document which has been determined to be a Superior Proposal, with such deletions as are necessary to protect confidential portions of such Acquisition Proposal document, provided that the material terms, conditions and the identity of the person and controlling person, if any, making the Acquisition

Proposal may not be deleted, and (ii) five (5) Business Days (the “**Notice Period**”) shall have elapsed from the later of the date on which Rockex received notice of the determination to accept, approve or recommend an agreement in respect of such Acquisition Proposal and the date on which Rockex received a copy of the Acquisition Proposal document. During the Notice Period, Enviropave shall provide a reasonable opportunity to Rockex to consider, discuss and offer such adjustments to the terms and conditions of this Agreement as would enable Enviropave to proceed with its recommendation to security holders with respect to the Acquisition Proposal, provided, however, that any such adjustment shall be at the discretion of the parties. The board of directors of Enviropave will review in good faith any offer made by the other parties hereto to amend the terms of this Agreement in order to determine, in the board's discretion, as part of exercising its fiduciary duties, whether the proposed amendments would, upon acceptance, result in such Superior Proposal ceasing to be a Superior Proposal. If the board of directors of Enviropave determines that the Superior Proposal would cease to be a Superior Proposal, it will so advise Rockex and will accept the offer by Rockex to amend the terms of this Agreement and the parties agree to take such actions and execute such documents as are necessary to give effect to the foregoing. Each successive material modification of any Acquisition Proposal or a Superior Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 5.2 and shall require a five (5) Business Day Notice Period from the date such amendment is communicated to the other parties hereto, other than an amendment to improve upon a Superior Proposal in respect of which the other party has been provided with an opportunity to amend the terms of this Agreement and such Superior Proposal has not ceased to be a Superior Proposal prior to the proposed amendment.

**5.3 General Covenants of Rockex.** Rockex covenants and agrees that, until Closing or the date on which this Agreement is terminated, and unless otherwise contemplated herein, it shall:

- (a) take all requisite action to:
  - (i) approve this Agreement;
  - (ii) duly call and hold a meeting of shareholders of Rockex to approve the Amalgamation; and
  - (iii) approve such actions as Enviropave may determine to be necessary or desirable for the purposes hereof;
- (b) in consultation with Enviropave and its counsel, prepare and file with the Exchange a principal disclosure document for Enviropave on a post-Closing basis;
- (c) use its reasonable commercial efforts to preserve intact as a going concern its business organization and goodwill, to keep available the services of its officers and management as a group and to maintain its business relationships;
- (d) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;
- (e) upon Rockex receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to the solicitors for Enviropave;
- (f) in consultation with Enviropave and its counsel, forthwith use its best efforts to obtain all necessary regulatory approvals and to assist Enviropave to make application to an Exchange designated by Rockex for listing of Post-Consolidation Enviropave Shares and the Post-Consolidation Enviropave Shares underlying the Enviropave Options following the Closing and assist in making all submissions, preparing all press releases and circulars and making all



notifications required with respect to this transaction and the issuance of shares as contemplated hereunder;

- (g) take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;
- (h) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article VI to the extent the same is within its control and take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Amalgamation, including using its reasonable commercial efforts to:
  - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to agreements and other contracts, including, without limitation, the Rockex Material Contracts;
  - (ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;
  - (iii) effect all necessary registrations and filings and submissions of information requested by governmental entities and securities regulatory authorities required to be effected by it in connection with the Amalgamation and participate and appear in any proceedings of either party before governmental entities and securities regulatory authorities in connection with the Amalgamation;
  - (iv) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;
  - (v) fulfill all conditions and satisfy all provisions of this Agreement;
  - (vi) cooperate with the other parties to this Agreement in connection with the performance by Rockex of its obligations hereunder; and
  - (vii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the Amalgamation;
- (i) not incur any material liabilities out of the ordinary course of business, whether or not accrued and whether or not determined or determinable, in respect of which Rockex may become liable on or after the Closing, except as set out in Rockex' Financial Statements and except for transactional costs incurred prior to Closing and property acquisition costs; and
- (j) to file, duly and timely, all tax returns required to be filed by it and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency.

**5.4 Rockex' Covenant Regarding Non-Solicitation.** Rockex shall not, directly or indirectly, through any officer, director, employee, representative or agent, solicit, initiate, invite or knowingly encourage (including by way of furnishing confidential information or entering into any form of agreement, arrangement or understanding) the initiation of or participate in, any inquiries or proposals regarding a Merger Proposal, provided that nothing contained in this Section 5.4 or other provisions of this Agreement shall prevent the board of directors of Rockex

from considering, negotiating, approving or recommending to its shareholders an agreement in respect of an unsolicited *bona fide* written Merger Proposal (i) in respect of which the board of directors of Rockex determines (having consulted outside counsel) that in the exercise of its fiduciary duty it would be necessary for such board of directors to take such action in order to avoid breaching its fiduciary duties, and (ii) in respect of which the board of directors of Rockex determines in good faith, after consultation with financial advisors, if consummated in accordance with its terms, would result in a transaction more favourable to its shareholders than the transaction contemplated hereby (any such Merger Proposal that satisfies clauses (i) and (ii) above being referred to herein as a “**Superior Merger Proposal**”).

Rockex shall continue to refrain from participating in any discussions or negotiations with any parties (other than the parties hereto) with respect to any potential Merger Proposal.

Rockex shall immediately notify Enviropave (both orally and in writing) of any future Merger Proposal of which Rockex’ directors or senior officers become aware of or any amendments to the foregoing or any request for non-public information relating to Rockex in connection with a Merger Proposal or for access to the properties, books or records or for a list of the shareholders by any person or entity that informs Rockex that it is considering making a Merger Proposal. Such notice shall include a copy of all written communications and a description of the material terms and conditions of any proposal and provide such details of the proposal, inquiry or contact as Enviropave may reasonably request, including without limitation, the identity of the person and controlling person, if any, making such proposal, inquiry or contact.

Rockex shall not accept, approve or recommend or enter into any agreement in respect of a Merger Proposal on the basis that it constitutes a Superior Merger Proposal unless (i) it has provided Enviropave with a copy of the Merger Proposal document which has been determined to be a Superior Merger Proposal, with such deletions as are necessary to protect confidential portions of such Merger Proposal document, provided that the material terms, conditions and the identity of the person and controlling person, if any, making the Merger Proposal may not be deleted, and (ii) five (5) Business Days (the “**Notice Period**”) shall have elapsed from the later of the date on which Enviropave received notice of the determination to accept, approve or recommend an agreement in respect of such Merger Proposal and the date on which Enviropave received a copy of the Merger Proposal document. During the Notice Period, Rockex shall provide a reasonable opportunity to Enviropave to consider, discuss and offer such adjustments to the terms and conditions of this Agreement as would enable Rockex to proceed with its recommendation to security holders with respect to the Merger Proposal, provided, however, that any such adjustment shall be at the discretion of the parties. The board of directors of Rockex will review in good faith any offer made by Enviropave to amend the terms of this Agreement in order to determine, in the board’s discretion, as part of exercising its fiduciary duties, whether the proposed amendments would, upon acceptance, result in such Superior Merger Proposal ceasing to be a Superior Merger Proposal. If the board of directors of Rockex determines that the Superior Merger Proposal would cease to be a Superior Merger Proposal, it will so advise Enviropave and will accept the offer by Enviropave to amend the terms of this Agreement and the parties agree to take such actions and execute such documents as are necessary to give effect to the foregoing. Each successive material modification of any Merger Proposal or a Superior Merger Proposal shall constitute a new Merger Proposal for the purposes of this Section 5.4 and shall require a five (5) Business Day Notice Period from the date such amendment is communicated to the other party hereto, other than an amendment to improve upon a Superior Merger Proposal in respect of which the other party has been provided with an opportunity to amend the terms of this Agreement and such Superior Merger Proposal has not ceased to be a Superior Merger Proposal prior to the proposed amendment.

## **ARTICLE VI CONDITIONS TO CLOSING**

**6.1 Conditions Precedent to Obligations of Rockex.** The obligations of Rockex to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, at or before the Closing, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of Rockex and may be waived by Rockex in whole or in part on or before the Closing):

- (a) Rockex shall on or before the Closing have received from Enviropave and Subco all documents and instruments as Rockex may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;
- (b) all of the representations and warranties of Enviropave and Subco made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing and with the same effect as if made at and as of the Closing (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business) and Rockex shall have received certificates dated as at the Effective Date in form satisfactory to Rockex and its solicitors, acting reasonably, signed by a senior officer or director of Enviropave and Subco on behalf of Enviropave and Subco, respectively, certifying (without personal liability) as at the Effective Date the truth and correctness in all material respects of the representations and warranties of Enviropave and Subco set out in this Agreement;
- (c) Enviropave and Subco will have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing;
- (d) at the Closing, there shall have been no material adverse change in the condition (financial or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of Enviropave from that shown on or reflected in Enviropave's Financial Statements;
- (e) all necessary corporate actions and proceedings shall have been taken by Enviropave to permit the due and valid issuance by Enviropave of the Exchange Shares at the Closing and upon the completion of the transactions contemplated hereunder such shares will be issued and outstanding as fully paid and non-assessable;
- (f) all necessary corporate actions and proceedings shall have been taken by Enviropave to permit the due and valid issuance of the Enviropave Options set out in Schedule "C" and to allot and reserve for issuance sufficient Post-Consolidation Enviropave Shares for the exercise of any and all of such options;
- (g) except as disclosed in this Agreement, neither Enviropave nor Subco shall have any outstanding options, convertible securities, warrants or other convertible obligations, agreements or other commitments to allot, reserve, set aside, create, issue or sell any securities or any of its unissued share capital;
- (h) the authorized capital of Enviropave shall consist of an unlimited number of common shares, an unlimited number of first preferred shares and an unlimited number of second preferred shares of which immediately prior to the issuance of the Exchange Shares and the finder's fee shares contemplated by Section 5.1(r), not more than 1,300,000 Post-Consolidation Enviropave Shares (fully diluted) (and no first preferred shares and no second preferred shares) shall be duly issued and outstanding as fully paid and non-assessable shares of Enviropave, and the authorized capital of Subco consist of an unlimited number of common shares of which one common share of Subco shall be duly issued and is outstanding;
- (i) not more than 40,166,454 Post-Consolidation Enviropave Shares on a post-Amalgamation basis (including the finder's fee shares to be issued as contemplated by Section 5.1(r)) will be issued and outstanding in the capital of Enviropave (notwithstanding the foregoing, each of Rockex and Enviropave hereby acknowledge and agree that there shall be 440,000 Enviropave Options outstanding and the new Enviropave board of directors may from time to time grant, under Enviropave's incentive stock option plan, to officers, directors, employees and consultants of Enviropave, options to acquire an aggregate number of Post-Consolidation Enviropave Shares as is equal to 10% of the issued and outstanding Post-Consolidation Enviropave Shares, on a post-transaction basis, at a price to be determined in compliance with the requirements of the Enviropave stock option plan and any Exchange having jurisdiction;

- (j) the distribution of the Exchange Shares to the shareholders of Rockex and the Post-Consolidation Enviropave Shares underlying the Enviropave Options shall be exempt from the registration and prospectus requirements of the Securities Acts and the *Securities Act* (Ontario), as applicable;
- (k) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and filings with such securities regulatory and other public authorities as may be required to be obtained by Enviropave in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, shall have been obtained on or before the Effective Date;
- (l) Enviropave shall be a “reporting issuer” in good standing in the Provinces of Alberta and British Columbia and neither Enviropave nor its shares shall be the subject of any cease trade order or regulatory enquiry or investigation in any jurisdiction;
- (m) Enviropave shall have received the resignations of J. Bryan Tassin, Steve Konopinski and Myrna Reid as officers of Enviropave and of J. Bryan Tassin, Steve Konopinski, Frank E. Martens and Myrna E. Reid as directors of Enviropave and appointed Chris Dougherty, Gilles Filion, Pierre Gagné, Donald A. Sheldon, Jonathon Tondeur and another individual to be nominated by Rockex as directors of Enviropave and appointed Pierre Gagne as Chairman and Secretary of Enviropave, Stephen Dunn as Vice-President, Corporate Development and Sam Garofalo as Vice-President, Finance and Chief Financial Officer of Enviropave;
- (n) Enviropave shall have received releases (in form and substance satisfactory to Rockex and its solicitors) executed by each director and officer of Enviropave and Subco;
- (o) upon Closing, all regulatory requirements shall have been or shall be capable of being satisfied, including satisfaction of the minimum listing requirements of an Exchange;
- (p) Enviropave shall deliver, or cause to be delivered, to Rockex on or before the Closing such other certificates, agreements or documents as may reasonably be required by Rockex or its solicitors, acting reasonably, to give full effect to this Agreement;
- (q) at or prior to Closing, Enviropave and Subco shall have filed all tax returns required to be filed by them prior to the date hereof in all applicable jurisdictions and shall have paid, collected and remitted all taxes, customs duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by them at such time, which tax returns shall properly reflect, and shall not in any respect understate the income, taxable income or the liability for taxes of Enviropave or Subco in the relevant period and the liability of Enviropave or Subco for the collection, payment and remittance of tax under applicable Tax Laws;
- (r) completion of a Proposed Financing by Rockex or Enviropave for aggregate gross proceeds of not less than \$2,000,000 (or such other amount as may be determined by Rockex) at a price of not less than \$0.50 per Rockex Share or per Post-Consolidation Enviropave Share, as the case may be, provided that the price per share shall not be less than \$0.50 per share and the aggregate proceeds shall not be less than \$2,000,000 without the consent of Enviropave;
- (s) Enviropave having liabilities of not more than \$35,000 (inclusive of not more than \$25,000 transactional and other costs incurred since September 30, 2010) and no other liabilities on the Effective Date;
- (t) approval of this Agreement by the boards of directors of Rockex and Enviropave by ordinary resolution and of the Amalgamation by the shareholders of Rockex and Subco by special resolution;

- (u) approval by the shareholders of Enviropave of the matters set forth in paragraph 5.1(a)(ii) hereof;
- (v) issuance of a Certificate of Amendment of Enviropave under the *Business Corporations Act* (Alberta) prior to the Closing effecting the Proposed Consolidation and the change of name;
- (w) upon Closing, Enviropave and Subco shall have withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof up to and including the Effective Date; and
- (x) Enviropave shall have delivered or caused to be delivered to Rockex on or before the Closing such other certificates, agreements or documents as may reasonably be required by Rockex or its solicitors, acting reasonably, to give full effect to this Agreement.

6.2 **Conditions Precedent to Obligations of Enviropave.** The obligation of Enviropave to complete the transactions contemplated hereunder shall be subject to the satisfaction of or compliance with, at or before the Closing, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of Enviropave and may be waived by Enviropave in writing, in whole or in part, on or before the Closing):

- (a) Enviropave shall on or before the Closing have received from Rockex all other documents and instruments as Enviropave may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;
- (b) the representations, warranties and covenants of Rockex made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing and with the same effect as if made at and as of the Closing (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business) and Enviropave shall have received a certificate of a senior officer of Rockex dated as at the Effective Date in form satisfactory to Enviropave's solicitors, acting reasonably certifying (without personal liability) the truth and correctness in all material respects of the representations, warranties and covenants of Rockex set out in this Agreement;
- (c) Rockex shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Closing;
- (d) at the Closing, there shall have been no material adverse change in the condition (financial or otherwise), properties, assets, liabilities, earnings or business operations or prospects of Rockex from that shown on or reflected in Rockex' Financial Statements;
- (e) except as disclosed herein, Rockex shall have outstanding no options, convertible securities, warrants or other convertible obligations, agreements or other commitments to allot, reserve, set aside, create, issue or sell any securities or any of its unissued share capital;
- (f) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and filings with such securities regulatory and other public authorities as may be required to be obtained by Rockex in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, shall have been obtained on or before the Closing;
- (g) upon Closing, all regulatory requirements shall have been or shall be capable of being satisfied, including satisfaction of the minimum listing requirements of an Exchange;
- (h) completion of a Proposed Financing by Rockex or Enviropave for aggregate gross proceeds of not less than \$2,000,000 (or such other amount as may be determined by Rockex) at a price of not less

than \$0.50 per Rockex Share or per Post-Consolidation Enviropave Share, as the case may be, provided that the price per share shall not be less than \$0.50 per share and the aggregate proceeds shall not be less than \$2,000,000 without the consent of Enviropave;

- (i) approval of this Agreement by the boards of directors of Rockex and Enviropave by ordinary resolution and of the Amalgamation by the shareholders of Rockex and Subco by special resolution;
- (j) approval by the shareholders of Enviropave of the matters set forth in paragraph 5.1(a)(ii) hereof; and
- (k) Rockex shall have delivered or caused to be delivered to Enviropave on or before the Closing such other certificates, agreements or documents as may reasonably be required by Enviropave or its solicitors, acting reasonably, to give full effect to this Agreement.

## **ARTICLE VII TERMINATION**

### **7.1 Termination**

- (a) This Agreement may be terminated prior to the Effective Date:
  - (i) by the agreement of Rockex and Enviropave; or
  - (ii) by Enviropave or Rockex if any condition in Article VI is not satisfied in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such terminating party.
- (b) This Agreement shall be automatically terminated upon Enviropave or Rockex, as the case may be, entering into an agreement or arrangement with respect to a Superior Proposal or a Surperior Merger Proposal, as the case may be, where the party entering into the agreement or arrangement complied with its obligations under Section 5.2 or 5.4 as applicable.

**7.2 Effect of Termination.** If this Agreement is terminated in accordance with Section 7.1, no party shall have any further liability to perform its obligations hereunder except as provided in Section 8.1 and as otherwise expressly contemplated hereby provided that neither the termination of this Agreement nor anything contained in Section 7.1 shall relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations or warranties or any non-performance by it of its covenants made herein.

## **ARTICLE VIII GENERAL**

**8.1 Confidentiality & Public Notices.** Except where compliance with this Section 8.1 would result in a breach of applicable law, all notices, releases, statements and communications to Third Parties, including employees of the parties and the press, relating to transactions contemplated by this Agreement will be made only in such manner as shall be authorized and approved by Rockex, who when required, shall use its best efforts to provide such authorization and approval to Enviropave in a timely manner as shall permit compliance by Enviropave with all continuous disclosure to any regulatory authority or obligations under any applicable securities regulations. Enviropave and Rockex shall maintain the confidentiality of any information received from each other in connection with the transactions contemplated by this Agreement. In the event that the Amalgamation and the issuance of the Exchange Shares provided for in this Agreement are not consummated, each party shall return any confidential schedules, documents or other written information to the party who provided same in connection with this Agreement. Rockex agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any

information or confidential data relating to Enviropave or Enviropave's Business discovered or acquired by it, its representatives or accountants as a result of Enviropave making available to it, its representatives and accountants, any information, books, accounts, records or other data and information relating to Enviropave or Enviropave's Business and Rockex agrees that it will not disclose, divulge or communicate orally, in writing or otherwise (directly or indirectly), any such information or confidential data so discovered or acquired by any other Person. Enviropave agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to Rockex or Rockex' Business discovered or acquired by it, its representatives or accountants as a result of Rockex making available to it, its representatives or accountants, any information, books, accounts, records or other data and information relating to Rockex or Rockex' Business and Enviropave agrees that it will not disclose, divulge or communicate orally, in writing or otherwise, any such information or confidential data so discovered or acquired to any other Person.

8.2 **Notices.** All notices or other communications required to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail or by transmittal by telecopier or other form of recorded communication addressed to the recipient as follows:

(a) **To Enviropave and Subco:**

Suite 206, 1801 Welch Street  
North Vancouver, B.C. V7P 1B7

Attention: J. Bryan Tassin, President  
Telecopier No.: 1-866-659-6856

**with a copy to:**

Bacchus Law Corporation  
Suite 1820, 925 West Georgia  
Vancouver, B.C. V6C 3L2

Attention: Kari Richardson  
Telecopier No.: (403) 632-1730

(b) **To Rockex:**

55 University Avenue  
Suite 700  
Toronto, Ontario M5J 2H7

Attention: President  
Telecopier No.: (416) 703-8299

**with a copy to:**

Sheldon Huxtable Professional Corporation  
1801 – 180 Dundas Street West  
Toronto, Ontario M5G 1Z8

Attention: Donald Sheldon  
Telecopier No.: (416) 595-5959

**and a copy to:**

580 New Vickers Street

Thunder Bay, Ontario P7G 1J3

Attention: Pierre Gagné, Chairman of the Board  
Telecopier No.: (807) 623-4221

or to such other address, telecopier number or individual as may be designated by notice given by either party to the other. Any such communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth Business Day following the deposit thereof in the mail and, if given by telecopier or other form of recorded communication, shall be deemed given and received on the date of such transmission if received prior to 5:00 p.m. (local time at the offices of the recipient) and on the next Business Day if it is received after 5:00 p.m. (local time at the offices of the recipient) on the date of its transmission. If the party giving any such communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery or by telecopier transmittal or other form of recorded communication.

**8.3 Expenses.** Except as otherwise provided herein, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

**8.4 No Personal Liability.**

- (a) No officer or director of Enviropave or Subco shall have any personal liability whatsoever to Rockex under this Agreement or pursuant to any other document delivered on behalf of Enviropave in connection with this Agreement or the Amalgamation in the absence of fraud, fraudulent misrepresentation or wilful misconduct.
- (b) No officer or director of Rockex shall have any personal liability whatsoever to Enviropave or Subco under this Agreement or pursuant to any other document delivered on behalf of Rockex in connection with this Agreement or the Amalgamation in the absence of fraud, fraudulent misrepresentation or wilful misconduct.

**8.5 Time of the Essence.** Time shall be of the essence hereof.

**8.6 Further Assurances.** The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall execute and deliver such further documents, instruments, papers and information as may be reasonably requested by another party hereto in order to carry out the purpose and intent of this Agreement.

**8.7 Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby attorn to the non-exclusive jurisdiction of the Courts of Ontario in any dispute that may arise hereunder.

**8.8 Counterparts.** For the convenience of the parties, this Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument (and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement). A signed facsimile or telecopied copy of this Agreement shall be effective and valid proof of execution and delivery.

**8.9 Entire Agreement.** This Agreement, including the Schedules attached hereto, together with the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein and therein. This Agreement may not be amended or modified in any respect except by written instrument signed by all parties.



8.10 **Severability.** The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained, and this Agreement shall be construed as if such invalid or unenforceable provision or covenant were omitted.

8.11 **Enurement.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and permitted assigns of the parties hereto.

8.12 **Waivers.** The parties hereto may, by written agreement:

- (a) extend the time for the performance of any of the obligations or other acts of the parties hereto;
- (b) waive any inaccuracies in the warranties, representations, covenants or other undertakings contained in this Agreement or in any document or certificate delivered pursuant to this agreement; or
- (c) waive compliance with or modify any of the warranties, representations, covenants or other undertakings or obligations contained in this Agreement and waive or modify performance by any of the parties thereto.

8.13 **Form of Documents.** All documents to be executed by Enviropave and Subco and delivered to Rockex on the Closing shall be in form and substance satisfactory to Rockex acting reasonably. All documents to be executed by Rockex and delivered to Enviropave on the Closing shall be in a form and substance satisfactory to Enviropave, acting reasonably.

8.14 **Construction Clause.** This Agreement has been negotiated and approved by counsel on behalf of all parties hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party hereto by reason of the authorship of any of the provisions hereof.

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

ROCKEX LIMITED



Name: Pierre Gagné

Title: Secretary and Chairman of the Board

I have authority to bind the corporation.

1837427 ONTARIO INC.

Name: J. Bryan Tassin

Title: President

I have authority to bind the corporation.

ENVIROPAVE INTERNATIONAL LTD.

Name: J. Bryan Tassin

Title: President

I have authority to bind the corporation.

**8.10 Severability.** The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained, and this Agreement shall be construed as if such invalid or unenforceable provision or covenant were omitted.

**8.11 Enurement.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and permitted assigns of the parties hereto.

**8.12 Waivers.** The parties hereto may, by written agreement:

- (a) extend the time for the performance of any of the obligations or other acts of the parties hereto;
- (b) waive any inaccuracies in the warranties, representations, covenants or other undertakings contained in this Agreement or in any document or certificate delivered pursuant to this agreement; or
- (c) waive compliance with or modify any of the warranties, representations, covenants or other undertakings or obligations contained in this Agreement and waive or modify performance by any of the parties thereto.

**8.13 Form of Documents.** All documents to be executed by Enviropave and Subco and delivered to Rockex on the Closing shall be in form and substance satisfactory to Rockex acting reasonably. All documents to be executed by Rockex and delivered to Enviropave on the Closing shall be in a form and substance satisfactory to Enviropave, acting reasonably.


**8.14 Construction Clause.** This Agreement has been negotiated and approved by counsel on behalf of all parties hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party hereto by reason of the authorship of any of the provisions hereof.

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


**ROCKEX LIMITED**

Name: Pierre Gagne  
Title: Secretary and Chairman of the Board  
*I have authority to bind the corporation.*

**1837427 ONTARIO INC.**

  
Name: J. Bryan Tassin  
Title: President  
*I have authority to bind the corporation.*

**ENVIROPAVE INTERNATIONAL LTD.**

  
Name: J. Bryan Tassin  
Title: President  
*I have authority to bind the corporation.*

### **Schedule 'A' – Rockex' Properties**

1. **Western Lake St. Joseph Iron Property** - located in the Patricia Mining Division of Ontario centred on the Eagle, Wolf and Fish Islands in Western Lake St. Joseph.
2. **Root Bay Property, Ontario** – located in proximity to Western Lake St. Joseph.
3. **Soule's Bay East Property, Ontario** – located in the Patricia Mining Division of Ontario, in and along the eastern end of Lake St. Joseph, approximately 40 kilometres east of the Company's Western Lake St. Joseph Property.
4. **Doran Lake Property, Ontario** – located in the Patricia Mining Division of Ontario, in and along the north shore of Doran Lake, south of Lake St. Joseph, approximately midway between the Company's Western Lake St. Joseph Property and its Soule's Bay East Property.
5. **Root Lake Property, Ontario** – located in the Red Lake district approximately, 100 kilometres north of Souix Lookout, in close proximity to the Root Bay Property.

### **Schedule 'B' – Rockex Material Contracts**

1. A 2% net smelter return royalty agreement (the "NSR") dated May 30, 2008, payable to Pierre Gagne in respect of the sale of any and all other minerals mined and processed from the Western Lake St. Joseph Iron Property (other than iron);
2. A 2% Iron Royalty Agreement between Pierre Gagne and Rockex Limited dated May 30, 2008, payable to Pierre Gagne in respect of the sale of any and all Iron mined and proceed from the Western Lake St. Joseph Iron Ore Property; and
3. Letter of intent dated October 19, 2010 among Rockex Limited and Enviropave regarding the Amalgamation as amended by a letter agreement dated November 10, 2010

**Schedule 'C' – Enviropave Options**

<b>NAME</b>	<b>DATE ISSUED</b>	<b>NO. OF OPTIONS</b>	<b>EXERCISE PRICE PER SHARE</b>	<b>TERM</b>
J. Bryan Tassin <sup>(1)</sup>	Effective Date	10,000	To be equal to lowest Proposed Financing issue price	3 years from the Effective Date
Steve Konopinski <sup>(1)</sup>	Effective Date	10,000	To be equal to lowest Proposed Financing issue price	3 years from the Effective Date
Frank E. Martens <sup>(1)</sup>	Effective Date	10,000	To be equal to lowest Proposed Financing issue price	3 years from the Effective Date
Myrna E. Reid <sup>(1)</sup>	Effective Date	10,000	To be equal to lowest Proposed Financing issue price	3 years from the Effective Date
Thomas Atkins	February 1, 2010	400,000 <sup>(2)</sup>	\$0.50	5 years from February 1, 2015
<b>TOTAL</b>		<b><u>440,000</u></b>		

Note:

<sup>(1)</sup> Such Enviropave Options are not subject to earlier termination in accordance with the terms of the Enviropave Stock Option Plan.

<sup>(2)</sup> Rockex granted to Thomas Atkins options to purchase 400,000 Rockex Shares exercisable at a price of \$0.50 per share, exercisable at any time within 5 years after February 1, 2010 and subject to vesting as follows: (i) 200,000 vested immediately, (ii) 33,333 shall vest on March 31, 2011, (iii) 33,333 shall vest on June 30, 2011, (iv) 33,333 shall vest on September 30, 2011, (v) 33,333 shall vest on December 31, 2011, (vi) 33,333 shall vest on March 31, 2012, and (vii) 33,335 shall vest on June 30, 2012, subject to the terms of Rockex' Stock Option Plan and, notwithstanding any other provision, expiring 90-days after he ceases to be a service provider of Rockex.

## AMENDMENT NO. 1

TO

### AMALGAMATION AGREEMENT

This Amending Agreement dated December 15, 2010 is made between Enviropave International Ltd. ("**Enviropave**"), a corporation existing under the laws of Alberta, 1837427 Ontario Inc. ("**Subco**"), a corporation existing under the laws of Ontario, and Rockex Limited ("**Rockex**"), a corporation existing under the laws of Ontario.

#### WITNESSES THAT:

**WHEREAS** the parties entered into an amalgamation agreement dated November 19, 2010 (the "**Amalgamation Agreement**");

**AND WHEREAS** capitalized terms herein used by not defined herein shall have the meanings assigned thereto in the Amalgamation Agreement;

**AND WHEREAS** the Proposed Financing will be a Rockex financing and it is intended that warrants of Rockex will be issued in connection therewith;

**AND WHEREAS** the Amalgamation Agreement did not contemplate that there would be issued and outstanding warrants of Rockex immediately prior to the Effective Time, (as defined herein);

**NOW THEREFORE**, in consideration of the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree to amend the Amalgamation Agreement as follows:

1. Article I "**Definitions**" is hereby amended as of the date hereof by adding the following definitions in Section 1.1 thereof as follows:

- (a) "**Effective Time**" means the effective time of the Amalgamation which shall be 12.01 a.m. (Toronto time) on the Effective Date or, if applicable, such later time on the Effective Date which immediately follows the issuance of the Certificate of Amendment for Enviropave giving effect to, among other things, the Proposed Consolidation and the change of name to Rockex Mining Corporation and/or, if applicable, the closing of the Proposed Financing;
- (b) "**Enviropave Finder Warrants**" means the finder warrants of Enviropave to be issued by Enviropave in exchange for the Rockex Finder Warrants on a one for one basis;
- (c) "**Enviropave Warrants**" means the warrants of Enviropave to be issued by Enviropave in exchange for the Rockex Warrants on a one for one basis;
- (d) "**Rockex Finder Warrants**" means the finder warrants of Rockex to be issued to the finders in connection with the Proposed Financing equal in number to 10% of the Rockex Shares purchased pursuant to the Proposed Financing, each finder warrant exercisable to purchase one Rockex Share at a price of \$1.15 per share for

a period of 18 months after the closing of the Proposed Financing, which finder warrants shall be issued and outstanding immediately prior to the Effective Time;

- (e) **"Rockex Options"** means the 400,000 options of Rockex described on Schedule "C" to the Amalgamation Agreement, which options shall be issued and outstanding immediately prior to the Effective Time; and
- (f) **"Rockex Warrants"** means the 833,333 warrants of Rockex (or such greater number of warrants as the Board of Directors of Rockex may authorize in connection with the Proposed Financing prior to the Effective Time) to be issued in connection with the Proposed Financing, each warrant exercisable to purchase one Rockex Share at a price of \$1.15 per share for a period of 18 months after the closing of the Proposed Financing subject to earlier acceleration in favour of Rockex if the trading price of the Rockex Shares is \$1.50 or more for a period of 20 consecutive trading days, which warrants shall be issued and outstanding immediately prior to the Effective Time; and

by amending the definition of **"Enviro pave Securities"** to add a comma and the words "Enviro pave Warrants, Enviro pave Finder Warrants" immediately after the words "Enviro pave Shares" in such definition.

2. Section 2.8 of Article II *"Amalgamation"* shall be amended by adding a comma and the words "Rockex Warrants, Rockex Finder Warrants" immediately after the words "Rockex Shares" in such section.

3. Section 3.1 of Article III *"Issuance of Enviro pave Securities"* shall be amended by deleting the word "and" at the end of clause (a) and by deleting the period and adding a semi-colon at the end of clause (b) and by adding new clauses (c) and (d) to Section 3.1 as follows:

"(c) Enviro pave shall issue one (1) Enviro pave Warrant in exchange for the cancellation of each existing Rockex Warrant, each such Enviro pave Warrant having the same exercise price, expiry date and other terms and conditions as the Rockex Warrant which such Enviro pave Warrant replaces; and

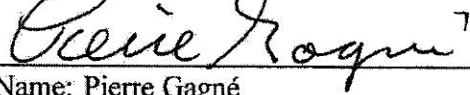
"(d) Enviro pave shall issue one (1) Enviro pave Finder Warrant in exchange for the cancellation of each existing Rockex Finder Warrant, each such Enviro pave Finder Warrant having the same exercise price, expiry date and other terms and conditions as the Rockex Finder Warrant which the Enviro pave Finder Warrant replaces."

4. The representations, warranties and covenants of, and conditions to closing in favour of, Enviro pave or Rockex shall be deemed to be amended to the extent necessary to account for the agreements herein respecting the Rockex Warrants, the Rockex Finder Warrants, the Enviro pave Warrants and the Enviro pave Finder Warrants.

5. All other terms and conditions of the Amalgamation Agreement remain in full force and effect, unamended.

IN WITNESS WHEREOF the parties have executed this Amending Agreement.

**ROCKEX LIMITED**



Name: Pierre Gagné

Title: Secretary and Chairman of the Board

*I have authority to bind the corporation.*

**1837427 ONTARIO INC.**

Name: J. Bryan Tassin

Title: President

*I have authority to bind the corporation.*

**ENVIROPAVE INTERNATIONAL  
LTD.**

Name: J. Bryan Tassin

Title: President

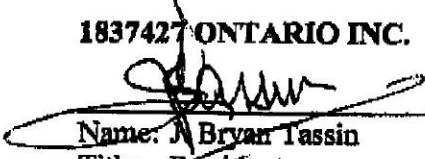
*I have authority to bind the corporation.*

**IN WITNESS WHEREOF** the parties have executed this Amending Agreement.

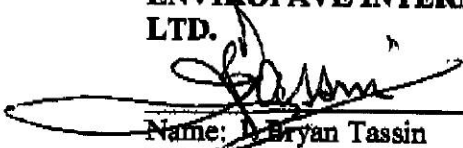
**ROCKEX LIMITED**

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Name: Pierre Gagné  
Title: Secretary and Chairman of the Board  
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**1837427 ONTARIO INC.**

  
\_\_\_\_\_  
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