AMALGAMATION AGREEMENT

THIS AGREEMENT is made effective as of the 3rd day of May, 2011.

AMONG:

LION PETROLEUM CORP., a company incorporated pursuant to the laws of British Columbia

(“**Lion**”)

AND:

LION PETROLEUM (K) LIMITED, a company incorporated pursuant to the laws of Kenya

(the “**Lion Subsidiary**”)

AND:

0906354 B.C. LTD., a company incorporated pursuant to the laws of British Columbia

(“**Newco**”)

AND:

GOLD JUBILEE CAPITAL CORP., a company incorporated pursuant to the laws of British Columbia

(“**GJB**”)

WHEREAS:

A. Lion and GJB executed a non-binding letter of intent dated January 18, 2011 (the “**Letter of Intent**”) pursuant to which Lion and GJB agreed, among other things, to enter into a business combination pursuant to which GJB would acquire all of the issued and outstanding securities of Lion;

B. Lion and GJB have determined that it would be advantageous to complete the transactions contemplated in the Letter of Intent as and by way of a three-cornered amalgamation pursuant to which Lion and Newco will amalgamate pursuant to the provisions of the *Business Corporations Act* (British Columbia) (the “**Amalgamation**”) and, on completion of the Amalgamation, former holders of common shares of Lion will receive common shares of GJB, based on the Exchange Ratio (as defined herein); and

C. Lion, the Lion Subsidiary, GJB and Newco seek to enter into this Agreement to set forth their respective covenants, representations, warranties and obligations with respect to the Amalgamation;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 **Definitions**. In this Agreement, the following words and phrases will have the following meanings:

(a) "**51-101 Report**" means the NI 51-101 compliant report with respect to the Property to be prepared by Lion and issued and delivered to GJB and the TSXV, in form and substance satisfactory to the TSXV, prior to the Closing;

(b) "**Acquisition Shares**" means the GJB Shares issuable by GJB to the Lion Shareholders, at a deemed price of $0.10 per Acquisition Share, upon completion of the Transaction in accordance with Section 2.6;

(c) "**Affiliate**" with respect to any specified Person at any time, means each Person directly or indirectly, through one or more intermediaries, controlling, controlled by or under direct or indirect common control with such specified Person at such time;

(d) "**Agreement**" means this Amalgamation Agreement, and all of the schedules and other documents attached hereto, as it may from time to time be supplemented or amended;

(e) "**Amalco**" means the corporation resulting from the Amalgamation;

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

(g) "**Amalgamating Companies**" means Lion and Newco;

(h) "**Amalgamation**" means the amalgamation of the Amalgamating Companies pursuant to the provisions of the BCBCA in the manner contemplated in, and pursuant to the terms and conditions of, this Agreement;

(i) "**Amalgamation Application**" means the amalgamation application to be filed by the Amalgamating Companies with the Registrar in accordance with the BCBCA;

(j) "**Applicable Laws**" means, with respect to any Person, any domestic (whether federal, state, territorial, provincial, municipal or local) or foreign statute, law, ordinance, rule, administrative interpretation, regulation, Order, writ, injunction, directive, judgment, decree or other requirement, all as in effect as of the Closing, of any Governmental Body applicable to such Person or any of its Affiliates or any of their respective properties, assets, officers, directors, employees, consultants or agents (in connection with such officer's, director's, employee's, consultant's or agent's activities on behalf of such Person or any of its Affiliates), including all Applicable Securities Laws, but does not include International Securities Laws;

(k) "**Applicable Securities Laws**" means applicable securities laws in all jurisdictions relevant to the issuance of the Acquisition Shares to the Lion Shareholders pursuant to the terms of this Agreement, including: (a) the BC Act or the equivalent legislation in each province and territory of Canada; (b) the rules, regulations, instruments and policies adopted by the Securities Authorities; (c) the Corporate Finance Manual of the TSXV, each as amended from time to time; and (d) the federal and state securities legislation of the United States, including the U.S. Securities Act, as applicable, but does not include International Securities Laws;

(l) "**Articles of Amalgamation**" means the articles of amalgamation of Amalco, a copy of which is set out in Schedule B attached hereto;

(m) "**BC Act**" means the *Securities Act* (British Columbia) and the regulations made under that enactment, as amended;

(n) "**BCBCA**" means the *Business Corporations Act* (British Columbia), and the regulations made under that enactment, as amended;

(o) "**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in British Columbia, Canada are authorized or required by law to close;

(p) "**Certificate**" means the certificate of amalgamation to be issued by the Registrar under the BCBCA giving effect to the Amalgamation;

(q) "**Charter Documents**" means the articles, notice of articles, by-laws, articles of incorporation or other constating documents of a Party to this Agreement;

(r) "**Closing**" means the closing of the Transaction pursuant to the terms of this Agreement on the Closing Date;

(s) "**Closing Date**" means June 15, 2011, or such other date as GJB and Lion may mutually agree to in writing, which is intended to be same day as the Effective Date;

(t) "**Damages**" means all demands, claims, actions, causes of action, assessments, Losses, damages, costs, expenses, Liabilities, judgments, awards, fines, sanctions, penalties, charges and amounts paid in settlement (net of insurance proceeds actually received), including: (i) reasonable interest on cash disbursements in respect of any of the foregoing; and (ii) reasonable costs, fees and expenses of attorneys, accountants and other agents of, or other Persons retained by, a Person;

(u) "**Effective Date**" means the date shown on the Certificate;

(v) "**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date;

(w) "**Encumbrance**" means any lien, claim, charge, pledge, hypothecation, security interest, mortgage, title retention agreement, option or encumbrance of any nature or kind whatsoever, other than: (i) statutory liens for Taxes not yet due and payable; and (ii) such imperfections of title, easements and encumbrances, if any, that will not result in a Material Adverse Effect;

(x) "**Environmental Laws**" has the meaning set forth in Section 4.13;

(y) "**Exchange Ratio**" has the meaning set forth in Section 2.6(a);

(z) "**Filing Statement**" means the filing statement to be prepared by GJB and delivered to GJB Shareholders and the Lion Shareholders in connection with the Transaction;

(aa) "**Finder**" means the finder, to be determined prior to Closing; that it is to receive the Finder's Fee;

(bb) "**Finder's Fee**" means the finder's fee payable by GJB to the Finder on the Closing Date in accordance with the terms of the Finder's Fee Agreement, subject to TSXV approval and in accordance with Applicable Securities Laws, which fee is equal to the maximum amount permitted under the policies of the TSXV and payable in GJB Shares;

(cc) "**Finder's Fee Agreement**" means the finder's fee agreement to be executed by GJB and the Finder on or prior to the Closing Date which sets out the terms and conditions of the payment of the Finder's Fee;

(dd) "**GAAP**" means:

(i) in relation to any period ending on or prior to December 31, 2010 (or such other date as may be determined by Chartered Accountants of Canada or any Governmental Entity to be the date on which companies similar to the Borrower are required to apply the standards referred to in paragraph (b) below), Canadian generally accepted accounting principles as provided in the Handbook of the Canadian Institute of Chartered Accountants from time to time, and

(ii) in relation to any other period, thereafter, international financial reporting standards, approved by the International Accounting Standards Board or any successor thereto ("**IASB**"), adopted by the Borrower, as applicable, as at the date on which any calculation or determination is required to be made, provided that, in accordance with the international financial reporting standards, where the IASB includes a recommendation concerning the treatment of any accounting matter, such recommendation will be regarded as the only international financing reporting standard;

(ee) "**GJB Assets**" means all of the assets owned or used by GJB as of the date of this Agreement;

(ff) "**GJB Disclosure Statement**" means the disclosure statement of GJB to be signed and dated by GJB and delivered by GJB to Lion at the Closing;

(gg) "**GJB Founders**" means Nashirudeen Meghji, Gopal Sahota, Jurgen Wolf and Carla Pisani;

(hh) "**GJB Founders Shares**" means an aggregate of 3,050,000 of the GJB Shares issued at $0.05 per share to the GJB Founders, of which 2,448,000 are held in escrow pursuant to an escrow agreement dated February 25, 2008 among GJB, Olympia Trust Company and the GJB Founders;

(ii) "**GJB Financial Statements**" means the audited consolidated financial statements for GJB for the period commencing on December 1, 2009 and ending on November 30, 2010, including a consolidated audited balance sheet for GJB for its last fiscal year ended November 30, 2010, and the comparative periods ended November 30, 2009 and 2008, together with related statements of income, cash flows, and changes in shareholders' equity for the fiscal years and interim periods then ended, all prepared in accordance with GAAP;

(jj) "**GJB Information**" has the meaning set forth in Section 6.4(a);

(kk) "**GJB Material Agreements**" means the material agreements to which GJB is a party as set out in the GJB Disclosure Statement;

(ll) "**GJB Options**" means the stock options to acquire GJB Shares, of which 450,000 GJB Options are outstanding as of the date of this Agreement and will be outstanding at the Effective Time;

(mm) "**GJB Private Placement**" means the private placement financing by GJB of a minimum of 28,750,000 Subscription Receipts at a price of $0.10 per Subscription Receipt (or such higher price as may be required by the policies of the TSXV) for gross proceeds of $2,875,000, to be completed by GJB contemporaneously with the Closing;

(nn) "**GJB Shareholders**" means the shareholders of GJB;

(oo) "**GJB Shares**" means common shares in the capital stock of GJB;

(pp) "**Governmental Body**" means any: (i) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, state, provincial, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body, or; (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature;

(qq) "**Hazardous Substances**" means any pollutant, contaminant, waste of any nature, hazardous substance, hazardous material, hazardous recyclable, toxic substance, dangerous substance or dangerous good as defined, judicially interpreted or identified in any Environmental Laws;

(rr) "**Indebtedness**" means all obligations, contingent (to the extent required to be reflected in financial statements prepared in accordance with GAAP) and otherwise, which in accordance with GAAP should be classified on the obligor's balance sheet as Liabilities, including without limitation, in any event and whether or not so classified: (a) all debt and similar monetary obligations, whether direct or indirect; (b) all Liabilities secured by any mortgage, pledge, security interest, lien, charge or other Encumbrance existing on property owned or acquired subject thereto, whether or not the liability secured thereby will have been assumed; (c) all agreements of guarantee, support, indemnification, assumption or endorsement and other contingent obligations, whether direct or indirect, in respect of Indebtedness or performance of others, including any obligation to supply funds to or in any manner to invest in, directly or indirectly, the debtor, to purchase Indebtedness, or to assure the owner of Indebtedness against loss, through an agreement to purchase goods, supplies or services for the purpose of enabling the debtor to make payment of the Indebtedness held by such owner or otherwise; (d) obligations to reimburse issuers of any letters of credit; and (e) capital leases;

(ss) “**Indemnified Party**” has the meaning set forth in Section 11.3(a);

(tt) “**Indemnifying Party**” has the meaning set forth in Section 11.3(a);

(uu) “**International Securities Laws**” mean, in respect of the issuance of the Acquisition Shares, any securities laws having application to a Lion Shareholder other than the laws of Canada or the United States, and all regulatory notices, Orders, rules, regulations, policies and other instruments incidental thereto;

(vv) “**Klondike Option**” has the meaning set forth in Section 3.7;

(ww) “**Letter of Intent**” means the letter of intent dated January 18, 2011 between GJB and Lion;

(xx) “**Liabilities**” means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, determined, determinable or otherwise, whether or not the same is required to be accrued on the financial statements of such Person;

(yy) “**Lion Assets**” means the property and assets of Lion as a going concern of every kind and description and wheresoever situated;

(zz) “**Lion Disclosure Statement**” means the disclosure statement of Lion to be signed and dated by Lion and delivered by Lion to GJB at the Closing;

(aaa) “**Lion Financial Statements**” means the audited consolidated financial statements for Lion for the fiscal year ended October 31, 2010, together with related statements of income, cash flows, and changes in shareholders’ equity for the fiscal year then ended, all prepared in accordance with GAAP and audited by an independent auditor registered with the Canadian Public Accountability Board, and the unaudited consolidated financial statements for Lion for the three month interim period ended January 31, 2011, together with related statements of income, cash flows and changes in shareholders’ equity for the period then ended;

(bbb) “**Lion Information**” has the meaning set forth in Section 7.3(a);

(ccc) “**Lion Material Agreements**” means the material agreements to which Lion is a party as set out in the Lion Disclosure Statement;

(ddd) “**Lion Meeting**” means the special meeting of the Lion Shareholders, or the unanimous written consent of the Lion Shareholders, for the consideration and, if deemed appropriate, approval of the Amalgamation;

(eee) “**Lion Shareholders**” means the holders of the Lion Shares;

(fff) “**Lion Shares**” means common shares in the capital of Lion;

(ggg) “**Losses**” means any and all demands, claims, actions or causes of action, assessments, losses, Damages, Liabilities, costs and expenses, including, without limitation, interest, penalties, fines and reasonable attorneys, accountants and other professional fees and expenses, but excluding any indirect, consequential or punitive Damages suffered by GJB or Lion, including Damages for lost profits or lost business opportunities;

(hhh) "**Material Adverse Change**" means, in respect of GJB or Lion, any one or more changes, events or occurrences which may have a Material Adverse Effect, and "Material Adverse Effect" means, in respect of GJB or Lion, any state of facts which, in any case, either individually or in the aggregate are, or would reasonably be expected to be, material and adverse to the business, assets or financial condition of GJB or Lion, respectively, provided that a Material Adverse Change or Material Adverse Effect will not include any change or effect (whether alone or in combination with any other effect), directly or indirectly, arising out of, relating to, resulting from or reasonably attributable to: (i) the announcement of this Agreement or the pending completion of the Transaction; (ii) changes in the economy of Kenya or Canada generally; (ii) changes in the oil and gas industry generally; (iii) changes in the capital markets generally; (iv) changes in GAAP; or (v) any matter that has been disclosed to the public or the other Parties prior to the date of this Agreement;

(iii) "**Material Interest**" has the meaning set forth in Section 1.1(ttt);

(jjj) "**Newco**" means the direct, wholly-owned subsidiary of GJB incorporated and organized by GJB under the BCBCA for the sole purpose of effecting the Amalgamation in connection with the Transaction;

(kkk) "**Newco Shares**" means common shares in the capital of Newco;

(lll) "**NI 51-101**" means National Instrument 51-101 – *Standards of Disclosure for Oil and Gas Activities*;

(mmm) "**Order**" means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any Governmental Body or by any arbitrator;

(nnn) "**Party**" means a party to this Agreement and "**Parties**" means all parties to this Agreement;

(ooo) "**Person**" includes an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative thereof;

(ppp) "**Pooling Agreement**" means the pooling agreement to be entered into among GJB and certain Lion Shareholders at or prior to Closing, a copy of which is set out in Schedule D attached hereto;

(qqq) "**Proceeding**" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel;

(rrr) "**Property**" means, collectively, the properties described in Schedule A attached hereto in which Lion has an interest pursuant to two production sharing contracts between Lion and the Government of the Republic of Kenya dated November 19, 2007 and September 17, 2008, respectively;

(sss) "**Registrar**" means the individual appointed as the Registrar of Companies under the BCBCA;

(ttt) "**Related Party**" means, with respect to a particular individual:

(i) each other member of such individual's Family,

(ii) any Person that is directly or indirectly controlled by such individual or one or more members of such individual's Family,

(iii) any Person in which such individual or members of such individual's Family hold (individually or in the aggregate) a Material Interest, or

(iv) any Person with respect to which such individual or one or more members of such individual's Family serves as a director, officer, partner, executor or trustee (or in a similar capacity), and

with respect to a specified Person other than an individual:

(v) any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person,

(vi) any Person that holds a Material Interest in such specified Person,

(vii) each Person that serves as a director, officer, partner, executor or trustee of such specified Person (or in a similar capacity),

(viii) any Person in which such specified Person holds a Material Interest,

(ix) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity), and

(x) any Related Party of any individual described in clause (ii) or (iii).

For purposes of this definition, (a) the "**Family**" of an individual includes (i) the individual; (ii) the individual's spouse; (iii) any other natural person who is related to the individual or the individual's spouse within the second degree; and (iv) any other natural person who resides with such individual, and (b) "**Material Interest**" means direct or indirect beneficial ownership of voting securities or other voting interests representing at least twenty percent (20%) of the outstanding voting power of a Person or equity securities or other equity interests representing at least twenty percent (20%) of the outstanding equity securities or equity interests in a Person;

(uuu) "**Securities Authorities**" means the TSXV and the securities commissions or other securities regulatory authorities of each of the provinces of British Columbia and Alberta;

(vvv) "**Taxes**" means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind, lawfully levied, assessed or imposed by any Governmental Body, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes and charges, sales taxes, use taxes, ad valorem taxes, value added taxes, subsoil use or extraction taxes and ownership fees, transfer taxes (including, without limitation, taxes relating to the transfer of interests in real property or entities holding interests therein), franchise taxes, license taxes, withholding taxes, health taxes, payroll taxes, employment taxes, Canada or Quebec Pension Plan premiums, excise, severance, social security, workers' compensation, employment insurance or compensation taxes, mandatory pension and other social fund taxes or premiums, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services taxes, harmonized sales tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, and any instalments in respect thereof, together with any interest and any penalties or additional amounts imposed by any Governmental Body (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing and whether disputed or not;

(www) "**Tax Returns**" means all returns, schedules, elections, declarations, reports, information returns and statements required to be filed with any taxing authority relating to Taxes;

(xxx) "**Third-Party Claim**" has the meaning set forth in Section 11.3(a);

(yyy) "**Transaction**" means the Amalgamation, the acquisition by GJB of the Lion Shares in exchange for the issuance of the Acquisition Shares to the Lion Shareholders, and all related transactions incidental thereto as contemplated by this Agreement, which are collectively intended to constitute a Reverse Takeover of GJB by Lion in accordance with TSXV policies;

(zzz) "**Transaction Documents**" means this Agreement and any other documents contemplated by this Agreement to be signed by Lion, the Lion Subsidiary, GJB or Newco, as applicable, necessary to perform their respective obligations hereunder and to consummate the Transaction;

(aaaa) "**TSXV** " means the TSX Venture Exchange Inc.;

(bbbb) "**U.S. Person**" has the meaning set out in Regulation S promulgated under the U.S. Securities Act; and

(cccc) "**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended, and the rules and regulations thereunder.

1.2 **Schedules**. The following are the schedules to this Agreement, which are incorporated by reference and are deemed to be part hereof:

Schedule A	—	Description of Property
Schedule B	—	Articles of Amalgamation
Schedule C	—	Exchange Acknowledgement – Personal Information

1.3 Interpretation. For the purposes of this Agreement, except as otherwise expressly provided herein:

(a) all references in this Agreement to a designated article, section, subsection, paragraph or other subdivision, or to a schedule, is to the designated article, section, subsection, paragraph or other subdivision of, or schedule to, this Agreement unless otherwise specifically stated;

(b) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, clause, subclause or other subdivision or schedule;

(c) the singular of any term includes the plural and vice versa and the use of any term is equally applicable to any gender and where applicable to a body corporate;

(d) the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto);

(e) all accounting terms not otherwise defined in this Agreement have the meanings assigned to them in accordance with GAAP;

(f) except as otherwise provided, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or such regulations;

(g) where the phrase “to the best of the knowledge of” or phrases of similar import are used in this Agreement, it will be a requirement that the Person in respect of whom the phrase is used will have made such due enquiries as are reasonably necessary to enable such Person to make the statement or disclosure;

(h) the headings to the articles and sections of this Agreement are inserted for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(i) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity;

(j) the Parties acknowledge that this Agreement is the product of arm’s length negotiation between the Parties, each having obtained its own independent legal advice, and that this Agreement will be construed neither strictly for nor strictly against any Party irrespective of which Party was responsible for drafting this Agreement;

(k) the representations, warranties, covenants and agreements contained in this Agreement will not merge at the Closing and will continue in full force and effect from and after the Closing Date for the applicable period set out in this Agreement; and

(l) unless otherwise specifically noted, all references to "$" or sums of money that are referred to in this Agreement are expressed in the lawful money of Canada. If it is necessary to convert money from another currency to lawful money of Canada, such money will be converted using the Bank of Canada noon foreign exchange rate in effect at the date of payment.

ARTICLE 2
AMALGAMATION AND RELATED MATTERS

2.1 **General**. The Amalgamation and this Agreement are intended, subject to their terms and conditions, to result in the business combination of Lion and GJB through the Amalgamation. To this end, each of Lion, GJB and Newco agree that they will use commercially reasonable efforts to satisfy each of the conditions precedent to be satisfied by it as soon as practical and in any event before the Effective Date, and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable that are commercially reasonable to permit the completion of the Transaction pursuant to the Amalgamation in accordance with the terms and conditions of this Agreement, and Applicable Laws and to cooperate with each other in connection therewith.

2.2 **Agreement to Amalgamate**. Upon the terms and subject to the conditions contained in this Agreement, Lion, GJB and Newco hereby agree that the Amalgamating Companies will Amalgamate and continue as one corporation under the BCBCA.

2.3 **Shareholder Approval**. Subject to the terms and conditions of this Agreement:

(a) Lion will call and hold the Lion Meeting;

(b) Lion will distribute the Filing Statement and/or such other documents as may be necessary or desirable to permit the Lion Shareholders to consider, and if deemed appropriate, approve the Amalgamation to be considered at the Lion Meeting;

(c) GJB will distribute the Filing Statement and/or such other documents as may be necessary or desirable to permit GJB Shareholders holding a majority of the issued and outstanding GJB Shares to consider, and, if deemed appropriate, approve, the Transaction; and

(d) provided the Amalgamation is approved at the Lion Meeting, the Transaction is approved by GJB Shareholders as described in subsection (c), and the conditions set out in Article 8 hereof have been satisfied or waived, as soon as reasonably practicable thereafter, Lion, GJB and Newco will take all actions required to effect the Amalgamation.

2.4 **Filing Statement**. GJB will, subject to the prior review and written approval of Lion (such approval not to be unreasonably withheld), prepare the Filing Statement (including supplements or amendments thereto). Lion will furnish to GJB all information regarding Lion as may reasonably be required to be included in the Filing Statement pursuant to Applicable Laws and the policies of the TSXV. Each of Lion and GJB will:

(a) ensure that all information provided by it or on its behalf that is contained in the Filing Statement does not contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in the Filing Statement and necessary to make any statement that it contains not misleading in light of the circumstances in which it is made; and

(b) promptly notify the other Party if, at any time before the Effective Time, it becomes aware that the Filing Statement contains a misrepresentation, an untrue statement of material fact, omits to state a material fact required to be stated in those documents that is necessary to make any statement it contains not misleading in light of the circumstances in which it is made or that otherwise requires an amendment or a supplement to those documents.

2.5 **Public Announcement**. Immediately after the execution of this Agreement, Lion and GJB will issue a joint public announcement, announcing the entering into of this Agreement, which announcement will address all matters required by TSXV policies and will be in form and substance acceptable to each of them, acting in a commercially reasonable manner. No Party will issue any news release or public statements inconsistent with such public announcement.

2.6 **Amalgamation Events**. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time:

(a) each two Lion Shares issued and outstanding before the Effective Time will be exchanged for one fully paid and non-assessable GJB Share (the "**Exchange Ratio**");

(b) each Newco Share issued and outstanding immediately before the Effective Time will be exchanged for one Amalco Share;

(c) each Lion Share held by GJB as a result of the exchange contemplated by subsection (a) will be exchanged for one Amalco Share; and

(d) Amalco will be a wholly-owned subsidiary of GJB.

2.7 **Share Certificates**. On the Effective Date:

(a) upon surrender to GJB of the certificates representing the issued and outstanding Lion Shares, the holders thereof will be entitled to receive certificates representing GJB Shares in accordance with Section 2.6 hereof, as provided in subsection (d) below;

(b) the original share certificate of Newco registered in the name of GJB will be cancelled and GJB will be issued a share certificate for the number of Amalco Shares to be issued to GJB as provided in Section 2.6 hereof;

(c) certificates representing the Lion Shares will cease to represent any claim upon or interest in Lion other than the right of the Lion Shareholder to receive, pursuant to the terms hereof, GJB Shares in accordance with Section 2.6 hereof; and

(d) upon the delivery and surrender by the holder thereof to GJB of certificates representing the Lion Shares, which have been exchanged for GJB Shares in accordance with the provisions of Section 2.6 hereof, GJB will, on the later of:

(i) the Effective Date; and

(ii) the third Business Day following the date of receipt by GJB of the certificates referred to above,

issue to each such holder certificates representing the number of GJB Shares to which such holder is entitled.

2.8 **Number of Directors**. The number of directors of Amalco will be not less than one and not more than 10, as the shareholders of Amalco may from time to time determine by special resolution or, if empowered to do so by resolution, as the directors of Amalco may from time to time determine.

2.9 **Initial Directors**. As of the Effective Time, the number of directors of Amalco will be one or such other number as Lion may direct. The director of Amalco as of the Effective Time will be as set forth below or such other individual(s) as Lion may direct:

Name	**Address**
Minaz (Mike) Devji	385 Inglewood Place, West Vancouver, BC V7T 1X2

The director will hold office until the next meeting of the shareholders of Amalco or until his successor(s) are elected or appointed in accordance with the provisions of the Charter Documents of Amalco and the BCBCA.

2.10 **Fiscal Year**. The fiscal year end of Amalco will be October 31, until changed in accordance with the Articles of Amalgamation.

2.11 **Name**. At the Effective Time, Amalco will be named as a numbered company as determined by the Registrar, or given such other name as agreed to by Lion.

2.12 **GJB Founders Shares**. Prior to the Effective Time, the GJB Founders will transfer the GJB Founders Shares, at a price of $0.08 per share, to certain incoming directors and officers of GJB as instructed by Lion in writing and in accordance with applicable TSXV policies.

2.13 **Registered Office**. The registered office of Amalco will be the registered office of Lion, or such other registered office as agreed to by Lion.

2.14 **Authorized Capital**. The authorized capital of Amalco will be the authorized capital of Lion as provided in its Charter Documents.

2.15 **Fractional Shares**. No fractional GJB Shares will be issued or delivered to any Lion Shareholder pursuant to the Amalgamation, rather, if the number of GJB Shares issuable includes a fraction of a share, the number of GJB Shares will be rounded down to the next whole number.

2.16 **Filing of Amalgamation Application**. Following the approval of this Agreement by the shareholders of the Amalgamating Companies, and subject to the satisfaction or waiver of all of the conditions precedent set forth herein, the Amalgamating Companies will jointly file the Amalgamation Application with the Registrar appointed under the BCBCA.

2.17 **Effect of Amalgamation**. At the Effective Time:

(a) the Amalgamating Companies are amalgamated and continue as one corporation under the terms and conditions prescribed in this Agreement;

(b) the Amalgamating Companies cease to exist as entities separate from Amalco;

(c) Amalco possesses all the property, rights, privileges and franchises and is subject to all Liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts, of each of the Amalgamating Companies;

(d) Amalco will be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against either of the Amalgamating Companies before the Effective Time;

(e) a conviction against, or ruling, order or judgment in favour or against, either of the Amalgamating Companies may be enforced by or against Amalco;

(f) the notice of articles of Amalco are those contained in the Amalgamation Application; and

(g) the Articles of Amalgamation are deemed to be the articles of Amalco.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF GJB AND NEWCO

As of the Closing Date, and except as set forth in the GJB Financial Statements or the GJB Disclosure Statement, or as otherwise provided for herein or in any certificate or other instrument delivered pursuant to this Agreement, GJB and Newco hereby jointly and severally make the following representations to Lion and acknowledge and agree that Lion and the Lion Shareholders are relying upon such representations and warranties, each of which is qualified in its entirety by the matters described in the GJB Disclosure Statement, in connection with the execution, delivery and performance of this Agreement:

3.1 **Incorporation**. GJB and Newco are corporations duly incorporated and validly existing under the laws of the Province of British Columbia, and are in good standing with respect to the filing of annual returns, and have the power, authority and capacity to enter into this Agreement and to carry out its terms and to conduct their business as such businesses are now being conducted. GJB and Newco are qualified to do business and are in good standing in each of the jurisdictions in which they own property, do business, or are required to be so qualified.

3.2 **Corporate Power and Authority**. GJB and Newco have all corporate power and capacity to execute and deliver this Agreement and to consummate the transactions and otherwise perform their respective obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by GJB and Newco and by the shareholders of Newco and, except for receipt of approval of GJB Shareholders holding a majority of the issued and outstanding GJB Shares prior to the Closing Date, no other corporate proceedings or approvals on the part of GJB or Newco are necessary to authorize this Agreement.

3.3 **Subsidiaries**. GJB has no subsidiaries other than Newco and Newco has no subsidiaries.

3.4 **Reporting Issuer**. GJB is a "reporting issuer" within the meaning of the Securities Laws of British Columbia and Alberta. GJB is not in default of any requirement of any Applicable Securities Laws and neither the TSXV or any other regulatory authority having jurisdiction has issued any order preventing or suspending trading of any securities of GJB. GJB is in compliance and up to date with all filings under Applicable Laws.

3.5 **Public Record**. As of their respective dates, all information and materials filed by GJB with the British Columbia Securities Commission and the Alberta Securities Commission, which are available through the SEDAR website as of the date hereof, (including all exhibits and schedules thereto and documents incorporated by reference therein) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and complied in all material respects with all applicable legal and stock exchange requirements.

3.6 **Share Capital**. The authorized share capital of GJB consists of an unlimited number of GJB Shares without par value and an unlimited number of preferred shares without par value, of which, and as of the date of this Agreement, 8,400,000 GJB Shares are issued and outstanding as fully paid and non-assessable shares and no preferred shares are issued and outstanding.

3.7 **Additional Securities**. No Persons have any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription or issuance of any GJB Shares or other securities of GJB or Newco or securities convertible into, exchangeable for, or which carry the right to purchase GJB Shares or other securities of GJB or Newco, except as contemplated in connection with the Transaction or the GJB Private Placement, or upon the due exercise of the GJB Options, or in connection with the option agreement dated June 8, 2010 between GJB and Klondike Silver Corp. relating to GJB's option to acquire an undivided 51% interest in the Hewitt-Van Roi Property (the "**Klondike Option**").

3.8 **Board Approval**. The acceptance, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the board of directors of each of GJB and Newco.

3.9 **Share Issuance**. Subject to Applicable Securities Laws and the rules and policies of the TSXV, GJB has the full and lawful right and authority to issue the Acquisition Shares and, upon completion of the Transaction, the Acquisition Shares will be validly issued as fully paid and non-assessable and free and clear of all Encumbrances.

3.10 **No Breach Caused by the Agreement**. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will conflict with or result in the breach of any of the terms or provisions of, or constitute a default under, the Charter Documents, director or shareholder minutes of GJB or Newco, or any agreement or instrument to which GJB or Newco is a party or by which GJB, Newco or the GJB Assets are bound or any Order, decree, statute, regulation, covenant or restriction applicable to GJB.

3.11 **Litigation**. There are no actions, suits or Proceedings, judicial or administrative (whether or not purportedly on behalf of GJB) pending or, to the best knowledge of GJB, threatened by or against GJB, at law or in equity, or before or by any Governmental Body, and GJB is not aware of any existing ground on which any such action, suit or Proceeding might be commenced with any reasonable likelihood of success.

3.12 **No Default**. To the best knowledge of GJB, GJB is not in default or breach of its obligations under any material contracts to which it is a party and to the best knowledge of GJB, and except for such default, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such material contracts are now in good standing and in full force and effect and GJB is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement. GJB is not aware of any other party having an intention to terminate, either by notice or breach, any material contract made with GJB.

3.13 **Compliance**.

To the best knowledge of GJB:

(a) GJB is in compliance with, is not in default or violation in any material respect under, and has not been charged with or received any notice at any time of any material violation of, any statute, law, ordinance, regulation, rule, decree or other applicable regulation to the business or operations of GJB;

(b) GJB is not subject to any judgment, Order or decree entered in any lawsuit or Proceeding applicable to its business and operations that would constitute a Material Adverse Effect on GJB, its business or the GJB Assets, taken as a whole;

(c) each of GJB and Newco has duly filed all reports and returns required to be filed by it with any Governmental Body and has obtained all governmental permits and other governmental consents, except as may be required after the execution of this Agreement. All of such permits and consents are in full force and effect, and no Proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or, to the best knowledge of GJB, threatened, and none of them will be adversely affected by the consummation of the Amalgamation; and

(d) GJB has operated in material compliance with all laws, rules, statutes, ordinances, Orders and regulations applicable to its business. GJB has not received any notice of any violation thereof, nor is GJB aware of any valid basis therefore.

3.14 **Material Contracts**. Neither GJB nor Newco is a party to any material contracts except the GJB Material Agreements. The GJB Material Agreements are duly authorized, enforceable on their respective terms, and all covenants required thereunder have been complied with in all material respects. The GJB Material Agreements are in full force and effect, and there exists no material breach or violation of or default by GJB or any other party to the GJB Material Agreements, or any event that with notice or the lapse of time, or both, will create a material breach or violation thereof or default under any of the GJB Material Agreements. The continuation, validity, and effectiveness of each GJB Material Agreement will in no way be affected by the consummation of the Amalgamation contemplated by this Agreement. There exists no actual or threatened termination, cancellation, or limitation of, or any amendment, modification, or change to any GJB Material Agreement.

3.15 **Tax Matters**. GJB has filed with appropriate federal, state, provincial and local taxation authorities, all returns, reports and declarations which are required to be filed by it and no taxing authority is asserting or has, to the best knowledge of GJB, threatened to assert, or has any basis for asserting against GJB, any claim for additional Taxes or interest thereon or penalty.

3.16 **Employees**. GJB and Newco do not have any employees.

3.17 **Financial Statements**. The financial statements of GJB available on SEDAR, including the GJB Financial Statements, are based on the books and records of GJB and fairly present the financial condition of GJB at the date thereof and the results of the operations for such periods. No information has come to the attention of GJB since the dates that the GJB Financial Statements were issued that would or would reasonably be expected to, require any restatement or revision of any such GJB Financial Statements.

3.18 **Liabilities of GJB**. GJB and Newco have no Indebtedness, Liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), other than as set out in the GJB Disclosure Statement or in the GJB Financial Statements, except for those incurred in connection with the transactions contemplated by this Agreement or in the normal course of business.

3.19 **Shareholder Loans**. There are no loans or other Liabilities of GJB or Newco outstanding in favour of any of the GJB Shareholders or GJB as sole shareholder of Newco, or any other former shareholder of GJB or Newco, or any party related to them, nor are there any loans outstanding or other amounts due to GJB or Newco from any such Persons.

3.20 **Indebtedness to Officers and Directors**. Neither GJB nor Newco has any Indebtedness to any director, officer, employee or consultant of GJB or Newco, as applicable, except for amounts payable in the ordinary course of business.

3.21 **Reportable Event**. GJB has never had any reportable event (as such term is defined in National Instrument 51-102 - *Continuous Disclosure Obligations*) with the present or any former auditor of GJB.

3.22 **Valid and Binding Obligation**. This Agreement, when executed and delivered, will be duly executed and delivered by GJB and/or Newco, as the case may be, and constitutes legal, valid and binding obligations of GJB and Newco, enforceable against them in accordance with its terms subject only to:

(a) any limitation under Applicable Laws relating to bankruptcy, insolvency, moratorium, reorganization and other similar laws relating to or affecting the enforcement of creditors' rights generally; and

(b) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

3.23 **Material Adverse Change**. There are no material facts or material information which exist, and there has been no Material Adverse Change in the capital, business, GJB Assets, Liabilities, obligations (absolute, accrued, contingent or otherwise), operations, condition (financial or otherwise), results of operations, financial position, capital or long-term debt, affairs or prospects of GJB since November 30, 2010 which have not been disclosed in the manner required by Applicable Securities Laws.

3.24 **Business of GJB**. To the best knowledge of GJB, GJB has conducted its activities in material compliance with all Applicable Laws.

3.25 **Guarantees**. Neither GJB or Newco is a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement, or any like commitment, of the obligations, Liabilities (contingent or otherwise) or Indebtedness of any other Person.

3.26 **Absence of Other Agreements**. Other than as disclosed on SEDAR or provided to Lion in writing, GJB or Newco is not:

(a) a party to any material contract;

(b) bound by any outstanding contract or commitment which requires prior approval of any change of control of GJB;

(c) bound by any outstanding contract or commitment except those entered into in the ordinary course of business; or

(d) in default under any material contract by which it is bound or under which it is entitled to the benefits of and advantages thereof.

3.27 Creditors of Newco. Newco does not have any creditors that require notice of the Amalgamation pursuant to Section 278 of the BCBCA.

3.28 Corporate Records. The corporate records and minute books of GJB and Newco contain complete and accurate minutes of all meetings of the directors and shareholders of GJB and Newco, respectively, held since their incorporation, and signed copies of all resolutions duly passed or confirmed by the directors or shareholders of GJB and Newco other than at a meeting, all such meetings having been duly called and held. The share certificate books, register of security holders, register of transfers and register of directors and any similar corporate records of GJB and Newco are complete and accurate in all material respects.

3.29 Dividends. GJB has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities or agreed to do any of the foregoing.

3.30 No Bankruptcy. No Proceedings have been taken, are pending or authorized by GJB or by any other Person in respect of the bankruptcy, insolvency, liquidation or winding up of GJB.

3.31 No Brokers. Except for the Finder's Fee and any fees that may be paid to any broker or agent who may be retained in regards to the GJB Private Placement, GJB has not entered into any agreement which would entitle any Person to any valid claim against GJB or Lion for a broker's commission, finder's fee or any like payment in respect of the Transaction or any other matters contemplated by this Agreement.

3.32 Transfer Agent and Registrar. Olympia Trust Company at its offices in Vancouver, British Columbia, has been duly appointed as the transfer agent and registrar for the GJB Shares.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LION

As of the Closing Date, and except as set forth in the Lion Financial Statements or the Lion Disclosure Statement, or as otherwise provided for in any certificate or other instrument delivered pursuant to this Agreement, Lion and the Lion Subsidiary hereby jointly and severally make the following representations to GJB and acknowledge and agree that GJB is relying upon such representations and warranties, each of which is qualified in its entirety by the matters described in the Lion Disclosure Statement, in connection with the execution, delivery and performance of this Agreement:

4.1 Incorporation.

(a) Lion is a corporation duly incorporated and validly existing under the laws of the Province of British Columbia and is in good standing with respect to the filing of annual returns, and has the power, authority and capacity to enter into this Agreement, to carry out its terms, to own the Lion Assets and to conduct its business as such business is now being conducted. Lion is qualified to do business and is in good standing in each of the jurisdictions in which it owns property, does business, or is required to be so qualifed.

(b) The Lion Subsidiary is a private company limited by shares and duly incorporated and validly existing under the laws of Kenya. The Lion Subsidiary is in good standing with respect to the filing of annual returns, and has the power, authority and capacity to enter into this Agreement, to carry out its terms and has all necessary corporate power to conduct its business as such business is now being conducted. The Lion Subsidiary is qualified to do business and is in good standing in each of the jurisdictions in which it owns property, does business, or is required to be so qualified.

4.2 Corporate Power and Authority. Each of Lion and the Lion Subsidiary has all corporate power and capacity to execute and deliver this Agreement and to consummate the transactions and otherwise perform its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby has been duly and validly authorized by each of Lion and the Lion Subsidiary and, except for receipt of Lion Shareholder approval of the Transaction prior to the Closing Date, no other corporate proceedings or approvals on the part of Lion, the Lion Subsidiary or the Lion Shareholders is necessary to authorize this Agreement.

4.3 Subsidiaries. Lion has no Subsidiaries other than the Lion Subsidiary. Notwithstanding that the shares of the Lion Subsidiary are currently registered in the names of Minaz (Mike) Devji and Tag Gill, Lion will cause the shares of the Lion Subsidiary held by Tag Gill to be transferred to Minaz (Mike) Devji prior to the Closing. Further, notwithstanding that the shares of the Lion Subsidiary are not registered in the name of Lion, Lion is the beneficial owner of all of the issued and outstanding shares of the Lion Subsidiary, free and clear of all Encumbrances.

4.4 Share Capital.

(a) The authorized share capital of Lion consists of an unlimited number of common shares without par value of which, as of the date of this Agreement, 27,465,000 Lion Shares are issued and outstanding as fully paid and non-assessable shares.

(b) The authorized share capital of the Lion Subsidiary consists of one thousand shares having a value of 100 Kenyan Shillings per share, of which, as of the date of this Agreement, two shares are issued and outstanding as fully paid and non-assessable shares.

4.5 No U.S. Shareholders. None of the Lion Shareholders are U.S. Persons, as that term is defined in Regulation S promulgated under the U.S. Securities Act, as amended. Lion acknowledges that it is aware that the GJB Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state and may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act and the Applicable Laws of all applicable states or an exemption from such registration requirements and Lion further acknowledges that GJB has no present intention of filing a registration statement under the U.S. Securities Act in respect of the GJB Shares.

4.6 Additional Securities. None of the outstanding Lion Shares are subject to pre-emptive rights. All of the outstanding Lion Shares have been issued in full compliance with the laws of the BCBCA and the Charter Documents of Lion. Except as set out in the Lion Disclosure Agreement, there are and will be at Closing no outstanding warrants, options or other rights or other arrangements under which Lion is bound or obligated to issue additional Lion Shares, warrants or options, or other securities, options or rights to acquire Lion Shares. There are no agreements purporting to restrict the transfer of the Lion Shares, other than compliance with Applicable Securities Laws and the Charter Documents of Lion, and there are no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the voting of the Lion Shares.

4.7 Board Approval. The acceptance, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the board of directors of Lion and of the Lion Subsidiary.

4.8 No Breach Caused by the Agreement. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will conflict with or result in any breach of any of the terms or provisions of, or constitute a default under, the Charter Documents, director or shareholder minutes of Lion or the Lion Subsidiary, any agreement or instrument to which Lion or the Lion Subsidiary is a party or by which Lion, the Lion Subsidiary or the Lion Assets are bound, or any Order, decree, statute, regulation, covenant or restriction applicable to Lion or the Lion Subsidiary.

4.9 Litigation. There are no actions, suits or Proceedings, judicial or administrative (whether or not purportedly on behalf of Lion or the Lion Subsidiary) pending or, to the best knowledge of Lion or the Lion Subsidiary, threatened by or against Lion or the Lion Subsidiary, or affecting any of the Lion Assets at law or in equity, or before or by any Governmental Body, and neither Lion nor the Lion Subsidiary is aware of any existing ground on which any such action, suit or Proceeding might be commenced with any reasonable likelihood of success.

4.10 No Default. To the best knowledge of Lion and the Lion Subsidiary, neither Lion nor the Lion Subsidiary is in default or breach of its obligations under any material contracts to which it is a party and, to the best knowledge of each of Lion and the Lion Subsidiary, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such material contracts are now in good standing and in full force and effect without amendment thereto and Lion or the Lion Subsidiary, as applicable, is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement. Neither Lion nor the Lion Subsidiary is aware of any other party having an intention to terminate, either by notice or breach, any material contract made with Lion or the Lion Subsidiary.

4.11 Material Contracts. Neither Lion nor the Lion Subsidiary is a party to any material contracts except the Lion Material Agreements. The Lion Material Agreements are duly authorized, enforceable on their respective terms, and all covenants required thereunder have been complied with in all material respects. The Lion Material Agreements are in full force and effect, and there exists no material breach or violation of or default by Lion or any other party to the Lion Material Agreements, or any event that with notice or the lapse of time, or both, will create a material breach or violation thereof or default under any of the Lion Material Agreements. The continuation, validity, and effectiveness of each Lion Material Agreement will in no way be affected by the consummation of the Amalgamation contemplated by this Agreement. There exists no actual or threatened termination, cancellation, or limitation of, or any amendment, modification, or change to any Lion Material Agreement.

4.12 Title to Property.

(a) Neither Lion nor the Lion Subsidiary owns any real property.

(b) All Lion Assets are owned legally and beneficially by Lion or the Lion Subsidiary with good and marketable title thereto, free and clear of all Encumbrances whether contingent or absolute, except as set out in the Lion Material Agreements or as disclosed in the Lion Financial Statements.

(c) Except as otherwise described in the Lion Material Agreements, no Person other than Lion or the Lion Subsidiary has or will have any agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment, for the acquisition of an interest in any of the Lion Assets.

(d) To the best knowledge of Lion and the Lion Subsidiary:

(i) there is no basis for and there is no action, suit, judgment, claim, demand or proceeding outstanding or pending, or threatened against or affecting the Lion Assets that, if adversely resolved or determined, would have a Material Adverse Effect on the Lion Assets and there is no reasonable basis for any claim or action that, based upon the likelihood of its being asserted and its success if asserted, would have such a Material Adverse Effect;

(ii) Lion holds all permits, licences, consents and authorities issued by any government or Governmental Body which are necessary in connection with its participation interest in the Property;

(iii) there are no outstanding agreements or options to acquire the Property or any interest of Lion therein, and, other than the Government of the Republic of Kenya and as otherwise set out in the Lion Material Agreements, no Person has any proprietary or possessory interest in the Property;

(iv) the Property is in good standing;

(v) there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Property and the conduct of the operations related thereto, and Lion has not received any notice of same and is not aware of any basis on which any such orders or direction could be made;

(vi) Lion has duly filed all reports and returns required to be filed with all Governmental Bodies with respect to the Property and has obtained all governmental permits and other governmental consents with respect to the Property, except as may be required after the execution of this Agreement and all of such permits and consents are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or, to the best knowledge of Lion, threatened, and none of them will be adversely affected by the entry into this Agreement;

(vii) there is no adverse claim or challenge against or to the ownership of or title to any part of the Property and, to the best knowledge of Lion, there is no basis for such adverse claim or challenge which may affect the Property;

(viii) Lion has provided GJB with copies of all of the material information relating to the potential of the Property of which it has knowledge; and

(ix) other than as set out in the Lion Material Agreements, the Property is not subject to any royalties.

(e) Subsequent to the entry into the Lion Material Agreements, Lion has not received any information from any Person that would modify or change the representations and warranties set out in Section 4.12(d).

4.13 Environmental Laws. Except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect on Lion or the Lion Subsidiary:

(a) neither Lion nor the Lion Subsidiary is in violation of any Applicable Law relating to pollution or occupational health and safety, the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including laws relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, Hazardous Substances, petroleum or petroleum products or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of chemicals, pollutants, contaminants, wastes, toxic substances, Hazardous Substances, petroleum or petroleum products (collectively, "**Environmental Laws**");

(b) Lion and the Lion Subsidiary have all permits, authorizations and approvals required under any applicable Environmental Laws and are in compliance with their requirements; and

(c) to the knowledge of Lion and the Lion Subsidiary, there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, Liens, notices of non-compliance or violation, investigation or Proceedings relating to any Environmental Laws against Lion or the Lion Subsidiary.

4.14 Compliance.

(a) To the best knowledge of Lion and the Lion Subsidiary, each of Lion and the Lion Subsidiary is in compliance with, is not in default or violation in any material respect under, and has not been charged with or received any notice at any time of any material violation of, any statute, law, ordinance, regulation, rule, decree or other applicable regulation to the business or operations of Lion or the Lion Subsidiary.

(b) To the best knowledge of Lion and the Lion Subsidiary, neither is subject to any judgment, Order or decree entered in any lawsuit or Proceeding applicable to its business and operations that would constitute a Material Adverse Effect on Lion, the Lion Subsidiary or the Lion Assets, taken as a whole.

(c) Each of Lion and the Lion Subsidiary has duly filed all reports and returns required to be filed by it with governmental authorities and has obtained all governmental permits and other governmental consents, except as may be required after the execution of this Agreement. All of such permits and consents are in full force and effect, and no Proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or, to the best knowledge of Lion or the Lion

Subsidiary, threatened, and neither Lion nor the Lion Subsidiary will be adversely affected by the consummation of the Amalgamation.

(d) To the knowledge of Lion and the Lion Subsidiary, each of Lion and the Lion Subsidiary has operated in material compliance with all Applicable Laws. Neither Lion nor the Lion Subsidiary has received any notice of any violation thereof, nor is Lion or the Lion Subsidiary aware of any valid basis therefore.

4.15 **Consents**. No authorization, approval, Order, license, permit or consent of any Governmental Body, and no registration, declaration or filing by Lion or the Lion Subsidiary with any such Governmental Body, is required in order for Lion or the Lion Subsidiary to:

(a) consummate the Transaction;

(b) execute and deliver all of the documents and instruments to be delivered by Lion under this Agreement;

(c) duly perform and observe the terms and provisions of this Agreement; or

(d) render this Agreement legal, valid, binding and enforceable.

4.16 **Employees**. Neither Lion nor the Lion Subsidiary has any employees.

4.17 **Tax Matters**. Each of Lion and the Lion Subsidiary has filed with appropriate federal, state, provincial and local taxation authorities, all returns, reports and declarations which are required to be filed by it and no taxing authority is asserting or has, to the best knowledge of Lion or the Lion Subsidiary threatened to assert, or has any basis for asserting against Lion or the Lion Subsidiary any claim for additional Taxes or interest thereon or penalty.

4.18 **Financial Statements**. The Lion Financial Statements, when available, will be based on the books and records of Lion and will fairly present the consolidated financial condition of Lion and the Lion Subsidiary at the date thereof and the results of the operations for such periods.

4.19 **Liabilities of Lion and the Lion Subsidiary**. Neither Lion nor the Lion Subsidiary has any Indebtedness, Liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), which will not be disclosed in the Lion Financial Statements, except for those incurred in the ordinary course of business, those incurred pursuant to the Lion Material Agreements and those incurred in connection with the transactions contemplated by this Agreement.

4.20 **Creditors of Lion**. Lion does not have any creditors that require notice of the Amalgamation pursuant to Section 278 of the BCBCA.

4.21 **Shareholder Loans**. There are no loans or other Liabilities of Lion outstanding in favour of any of the Lion Shareholders, any former shareholder of Lion, or any party related to them, nor are there any loans outstanding or other amounts due to Lion from any such Persons.

4.22 **Indebtedness to Officers and Directors**. Lion has no Indebtedness to any director, officer, employee or consultant of Lion, except for amounts payable in the ordinary course of business.

4.23 **Valid and Binding Obligation**. This Agreement, when executed and delivered, will be duly executed and delivered by Lion and the Lion Subsidiary and constitutes a legal, valid and binding obligation of Lion and the Lion Subsidiary, enforceable against them in accordance with its terms, subject only to:

(a) any limitation under Applicable Laws relating to bankruptcy, insolvency, moratorium, reorganization and other similar laws relating to or affecting the enforcement of creditors' rights generally; and

(b) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

4.24 **Guarantees**. Neither Lion nor the Lion Subsidiary is a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement, or any like commitment, of the obligations, Liabilities (contingent or otherwise) or Indebtedness of any other Person.

4.25 **Absence of Other Agreements**. Other than as disclosed herein or in the Lion Disclosure Statement, Lion is not:

(a) a party to any material contract;

(b) bound by any outstanding contract or commitment which requires prior approval of any change of control of Lion;

(c) is not bound by any outstanding contract or commitment except those entered into in the ordinary course of business; or

(d) in default under any material contract by which it is bound or under which it is entitled to the benefits of and advantages thereof.

4.26 **Corporate Records**. Other than as disclosed to GJB, the corporate records and minute books of Lion contain complete and accurate minutes of all meetings of the directors and the Lion Shareholders held since its incorporation, and signed copies of all resolutions duly passed or confirmed by the directors or the Lion Shareholders other than at a meeting, all such meetings having been duly called and held. The share certificate books, register of security holders, register of transfers and register of directors and any similar corporate records of Lion are complete and accurate in all material respects.

4.27 **No Brokers**. Except for the Finder's Fee and any fees that may be paid to any broker or agent who may be retained in regards to the GJB Private Placement, Lion has not entered into any agreement which would entitle any Person to any valid claim against GJB or Lion for a broker's commission, finder's fee or any like payment in respect of the Transaction or any other matters contemplated by this Agreement.

4.28 **Dividends**. Lion has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities or agreed to do any of the foregoing.

4.29 **No Bankruptcy**. No Proceedings have been taken, are pending or authorized by Lion or by any other Person in respect of the bankruptcy, insolvency, liquidation or winding up of Lion.

4.30 **Restrictions on Doing Business**. Neither Lion nor the Lion Subsidiary is a party to or bound by any agreement which would restrict or limit its respective right to carry on any business or activity, including the business of Lion or the Lion Subsidiary.

ARTICLE 5
SURVIVAL OF REPRESENTATIONS AND WARRANTIES

5.1 **Survival of Representations and Warranties**. The representations and warranties made by the Parties and contained in this Agreement will survive the Closing for twelve months.

ARTICLE 6
COVENANTS OF LION

Lion hereby covenants and agrees with GJB as follows, until the earlier of the Effective Date or the termination of this Agreement in accordance with its terms:

6.1 **Investigations and Availability of Records**. GJB and/or its directors, officers, auditors, counsel and other authorized representatives will be permitted to make such commercially reasonable investigations of the Property, the Lion Assets and business of Lion and of its financial and legal condition as GJB reasonably deems necessary or desirable, provided always that such investigations will not unduly interfere with the operations of Lion. If reasonably requested, Lion will provide copies of Lion's corporate records, including its minute books, share ledgers and the records maintained in connection with the business of Lion. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement, which representations and warranties will continue in full force and effect for the benefit of GJB.

6.2 **Personal Information**. Prior to the Closing Date, Lion will obtain and deliver to GJB the express written consent of each individual with respect to:

(a) the disclosure of Personal Information by GJB to the TSXV; and

(b) the collection, use and disclosure of Personal Information by the TSXV for the purposes described in Schedule C attached hereto or as otherwise identified by the TSXV from time to time.

6.3 **Necessary Consents**. Lion will use its commercially reasonable efforts to obtain from Lion's directors, shareholders and all appropriate Governmental Bodies such approvals or consents as are required (if any) to complete the transactions contemplated herein.

6.4 **Confidentiality**.

(a) Lion will keep confidential any confidential information, trade secrets or confidential financial or business documents (collectively the "**GJB Information**") received by it from GJB concerning GJB or its business and will not disclose such GJB Information to any third party provided that any of such GJB Information may be disclosed to Lion's directors, officers, employees, representatives and professional advisors who need to know such GJB Information in connection with the transactions contemplated hereby (provided Lion will use commercially reasonable efforts to ensure that such directors, officers, employees, representatives and professional advisors keep confidential such GJB Information) and provided further that Lion will not be liable for disclosure of GJB Information upon occurrence of one or more of the following events:

(i) GJB Information becoming generally known to the public other than through a breach of this Agreement;

(ii) GJB Information being lawfully obtained by Lion from a third party or parties without breach of this Agreement by Lion, as shown by documentation sufficient to establish the third party as a source of GJB Information;

(iii) GJB Information being known to Lion prior to disclosure by GJB, or its Affiliates, as shown by documentation sufficient to establish such knowledge; or

(iv) GJB having provided their prior written approval for such disclosure by Lion.

(b) In the event this Agreement is terminated in accordance with the provisions hereof, Lion will:

(i) use commercially reasonable efforts to ensure that all documents prepared or obtained in the course of its investigations of GJB or its business and all copies thereof are either destroyed or returned to GJB so as to ensure that, so far as possible, any GJB Information obtained during, and as a result of, such investigations by the directors, officers, employees, representatives and professional advisors of Lion is not disseminated beyond those individuals concerned with such investigations; and

(ii) not directly or indirectly, use for its own purposes any GJB Information, discovered or acquired by the directors, officers, employees representatives and professional advisors of Lion as a result of GJB making available to them those documents and assets relating to the business of GJB.

6.5 **Status and Filings**. Lion will maintain its corporate status and comply with all applicable securities requirements (including any applicable filing requirements) prior to Closing.

6.6 **Material Change**. Lion agrees to provide prompt and full disclosure to GJB of any material information, change or event in the business, operations, financial condition or other affairs of Lion prior to Closing.

6.7 **Filing Statement**. Lion will use its commercially reasonable efforts to assist GJB to prepare the Filing Statement contemplated by this Agreement.

6.8 **Shareholder Approval**. Lion will use its commercially reasonable efforts to obtain the approval of the Lion Shareholders of the Amalgamation. Additionally, provided that such recommendation is not contrary to their fiduciary duties as directors or as may otherwise be required by law, the board of directors of Lion will recommend that the Lion Shareholders vote in favour of and approve the Transaction.

6.9 **Negative Covenants**. Except as contemplated by, or in connection with, the Transaction or the Lion Material Agreements, Lion will not, without the prior written consent of GJB, prior to the Closing Date:

(a) issue any securities in itself or the Lion Subsidiary;

(b) sell, mortgage, pledge or dispose of any of its material assets or subject any of its material assets to any Encumbrance;

(c) acquire or agree to acquire (by merger, amalgamation, acquisition of securities or assets or otherwise) any Person or division or any assets or properties, other than in the ordinary course of business;

(d) terminate or default under any Lion Material Agreement;

(e) declare or pay any (i) dividends or distribute any of the Lion Assets to the Lion Shareholders or (ii) management or employee bonuses;

(f) enter into any contracts, other than in the ordinary course of business;

(g) alter or amend the Charter Documents of Lion or the Lion Subsidiary;

(h) make any cash payments or incur any debt outside the ordinary course of business;

(i) enter into any agreement resulting in a change of control of Lion or the Lion Subsidiary;

(j) make any material change in accounting procedures or practices;

(k) settle any outstanding claim, dispute, litigation matter or tax dispute; or

(i) enter into any agreement or understanding to do any of the foregoing.

6.10 **Lion Financial Statements**. Lion will undertake commercially reasonable efforts to prepare the Lion Financial Statements required to be included in the Filing Statement in accordance with Applicable Securities Laws and the policies of the TSXV.

6.11 **Conditions Precedent**. Lion will use commercially reasonable efforts to cause each of the conditions precedent in Section 8.2 hereof to be complied with.

6.12 **Standstill**. From the date of execution of this Agreement until completion of the transactions contemplated herein or the earlier termination hereof, Lion will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to the securities, business, operations, affairs or financial condition of Lion to, any Person, entity or group in connection with the acquisition or distribution of any securities of Lion, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets or part thereof, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is satisfactory to, and is approved in writing in advance by, the other Parties hereto (with such approval not being unreasonably withheld or delayed) or is necessary to carry on the normal course of business, provided that the officers and directors of Lion are specifically permitted to act in accordance with their fiduciary duties as officers and directors or as may otherwise be required by law.

6.13 **All Other Action**. Lion will use commercially reasonable efforts to satisfy each of the conditions precedent to be satisfied by it as soon as practical and in any event before the Effective Date, and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable that are commercially reasonable to permit the completion of the

Transaction pursuant to the Amalgamation in accordance with the terms and conditions of this Agreement, and Applicable Laws.

ARTICLE 7
COVENANTS OF GJB

GJB hereby covenants and agrees with Lion as follows, until the earlier of the Effective Date or the termination of this Agreement in accordance with its terms:

7.1 **Investigations and Availability of Records**. Lion and/or its directors, officers, auditors, counsel and other authorized representatives will be permitted to make such commercially reasonable investigations of the GJB Assets and business of GJB, and of its financial and legal condition, as Lion reasonably deems necessary or desirable, provided always that such investigations will not unduly interfere with the operations of GJB. If reasonably requested, GJB will provide copies of GJB's corporate records, including its minute books, share ledgers and the records maintained in connection with the business of GJB. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement, which representations and warranties will continue in full force and effect for the benefit of Lion.

7.2 **Necessary Consents**. GJB will use its commercially reasonable efforts to obtain from GJB's directors, the TSXV and all appropriate Governmental Bodies such approvals or consents as are required (if any) to complete the transactions contemplated herein.

7.3 **Confidentiality**.

(a) GJB will keep confidential any confidential information, trade secrets or confidential financial or business documents (collectively the "**Lion Information**") received by it from Lion concerning Lion or its business and will not disclose such Lion Information to any third party, provided that any of such Lion Information may be disclosed to GJB's directors, officers, employees, representatives and professional advisors who need to know such Lion Information in connection with the transactions contemplated hereby (provided GJB will use commercially reasonable efforts to ensure that such directors, officers, employees, representatives and professional advisors keep confidential such Lion Information) and provided further that GJB will not be liable for disclosure of Lion Information upon the occurrence of one or more of the following events:

(i) Lion Information becoming generally known to the public other than through a breach of this Agreement;

(ii) Lion Information being lawfully obtained by GJB from a third party or parties without breach of this Agreement by GJB, as shown by documentation sufficient to establish the third party as a source of Lion Information;

(iii) Lion Information being known to GJB prior to disclosure by Lion, or its Affiliates, as shown by documentation sufficient to establish such knowledge; or

(iv) Lion having provided its prior written approval for such disclosure by GJB.

(b) In the event this Agreement is terminated in accordance with the provisions hereof, GJB will:

(i) use commercially reasonable efforts to ensure that all documents prepared or obtained in the course of its investigations of Lion or its business and all copies thereof are either destroyed or returned to Lion so as to ensure that, so far as possible, any Lion Information obtained during, and as a result of, such investigations by the directors, officers, employees, representatives and professional advisors of GJB is not disseminated beyond those individuals concerned with such investigations; and

(ii) not, directly or indirectly, use for its own purposes, any Lion Information, discovered or acquired by the directors, officers, employees, representatives and professional advisors of GJB as a result of Lion making available to them those documents and assets relating to the business of Lion.

7.4 **Approval of Transaction**. GJB will use commercially reasonable efforts to obtain the approval of the Transaction from the TSXV, including the listing of the Acquisition Shares to be issued pursuant to this Agreement.

7.5 **Status and Filings**. GJB will maintain its corporate status and comply with all Applicable Securities Laws (including any applicable filing requirements) prior to Closing.

7.6 **Shareholder Approval**. Provided that such recommendation is not contrary to their fiduciary duties as directors or as may otherwise be required by law, the board of directors of GJB will recommend that the GJB Shareholders vote in favour of and approve the Transaction.

7.7 **Material Change**. GJB agrees to provide prompt and full disclosure to Lion of any material information, change or event in the business, operations, financial condition or other affairs of GJB prior to Closing.

7.8 **Filing Statement**. GJB will use its commercially reasonable efforts to prepare and file the Filing Statement related to the transactions contemplated herein in accordance with all Applicable laws and the rules of the TSXV at least seven business days prior to the Closing Date.

7.9 **Newco**. GJB and Newco covenant and agree that Newco will not carry on any business and will not enter into any contracts, agreements, commitments, indentures or other instruments prior to the Closing Date other than with respect to effecting the Transaction by way of the Amalgamation, or as otherwise contemplated herein.

7.10 **Negative Covenants**. Except as contemplated by, or in connection with, the Transaction or the GJB Private Placement, GJB will not, without the prior written consent of Lion, prior to the Closing Date:

(a) issue any securities, except for the GJB Shares to be issued upon the due exercise of outstanding GJB Options or any securities to be issued pursuant to the Klondike Option;

(b) make any expenditure, other than in connection with ongoing public filing requirements;

(c) terminate or default under any GJB Material Agreements;

(d) declare or pay any (i) dividends or distribute any GJB Assets to the Lion Shareholders or (ii) management or employee bonuses;

(e) enter into any contracts;

(f) alter or amend the Charter Documents of GJB or Newco; or

(g) enter into any agreement or understanding to do any of the foregoing.

7.11 **Standstill**. From the date of execution of this Agreement until completion of the transactions contemplated herein, or the earlier termination hereof, GJB will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to the securities, business, operations, affairs or financial condition of GJB to, any Person, entity or group in connection with the acquisition or distribution of any securities of GJB, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets or part thereof, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is satisfactory to, and is approved in writing in advance by the other Parties hereto (with such approval not being unreasonably withheld or delayed) or is necessary to carry on the normal course of business, provided that the officers and directors of Lion are specifically permitted to act in accordance with their fiduciary duties as officers and directors or as may otherwise be required by law.

7.12 **Conditions Precedent**. GJB will use commercially reasonable efforts to cause each of the conditions precedent in Section 8.3 hereof to be complied with.

7.13 **All Other Action**. GJB will use commercially reasonable efforts to satisfy each of the conditions precedent to be satisfied by it as soon as practical and in any event before the Effective Date, and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable that are commercially reasonable to permit the completion of the Transaction pursuant to the Amalgamation, in accordance with the terms and conditions of this Agreement, and applicable law.

ARTICLE 8
CONDITIONS PRECEDENT

8.1 **Mutual Conditions**. The respective obligations of the Parties hereto to consummate the transactions contemplated hereby are subject to the satisfaction, on the Closing Date, of the following conditions, any of which may be waived by the mutual consent of the Parties without prejudice to their rights to rely on any other of such conditions:

(a) **TSXV Approval.** The TSXV will have conditionally accepted the Transaction, including the GJB Private Placement.

(b) **Shareholder Approval.** The Amalgamation will have been approved by the Lion Shareholders and GJB as the sole shareholder of Newco in accordance with the BCBCA and the Charter Documents of Lion and Newco, and the Transaction will have been approved by the GJB Shareholders in accordance with the BCBCA and the Charter Documents of GJB.

(c) **Board Approval**. The board of directors of each of the Parties will have approved the Transaction.

(d) **Acquisition Shares.** The Acquisition Shares to be issued upon the completion of the Transaction will have been conditionally accepted for listing by the TSXV, subject to GJB fulfilling the TSXV's listing requirements.

(e) **No Orders.** There will not be in force any Order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Transaction.

(f) **Approvals and Consents.** All consents, Orders and approvals required, necessary or desirable for the completion of the transactions provided for in this Agreement will have been obtained or received from the Persons or Governmental Bodies having jurisdiction in the circumstances, all on terms satisfactory to each of the Parties hereto, acting reasonably.

(g) **51-101 Report.** The TSXV will have approved the 51-101 Report.

(h) **Lion Financial Statements.** Lion will have coordinated the preparation and delivery of the Lion Financial Statements to GJB, and the auditors of Lion will have approved the Lion Financial Statements and any pro forma financial statements required by the TSXV, in form and content satisfactory to the TSXV, and in accordance with Applicable Securities Laws, to be included in the Filing Statement.

(i) **GJB Private Placement**. The GJB Private Placement will have been completed.

(j) **Qualifying Property**. The Property, and Lion's interest therein, will satisfy the Initial Listing Requirements set out in Policy 2.1 of the TSXV Corporate Finance Manual such that, assuming satisfaction of all other Initial Listing Requirements, GJB will qualify as a Tier 1 or Tier 2 oil and gas issuer on the TSXV upon completion of the Transaction.

(k) **Pooling Agreement.** An executed copy of the Pooling Agreement will have been delivered by the persons to be agreed to by the Parties.

8.2 **Conditions for the Benefit of GJB**. The transactions contemplated herein are subject to the following conditions to be fulfilled or performed on or prior to the Closing Date, which conditions are for the exclusive benefit of GJB and may be waived, in whole or in part, by GJB in its sole discretion:

(a) **Truth of Representations and Warranties**. The representations and warranties of each of Lion and the Lion Subsidiary contained in this Agreement will have been true and correct as of the date of this Agreement and will be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such Closing Date, save and except in any case which would not have a Material Adverse Effect on the business or financial condition of Lion or the Lion Subsidiary, as applicable.

(b) **Due Diligence**. GJB, and its agents and representatives, will have conducted and completed to GJB's sole satisfaction, acting reasonably, a legal and financial due diligence investigation of Lion and the Lion Subsidiary by the Closing Date.

(c) **Title.** GJB and its agents and representatives will be satisfied with respect to the status of Lion's interest in the Lion Assets, including, without limitation, Lion's interest in the Property.

(d) **No Outstanding Claims.** No claim will have been asserted or made that any Person is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any of the Lion Shares or the shares of the Lion Subsidiary, or any other voting, equity, or ownership interest in Lion or the Lion Subsidiary (other than the Lion Shareholders or Lion, as applicable), or is entitled to all or any portion of the GJB Shares.

(e) **No Material Adverse Effect.** No Material Adverse Effect will have occurred with respect to the business of Lion or the Lion Subsidiary or the Lion Shares or the shares of the Lion Subsidiary, however arising.

(f) **Performance of Obligations**. Lion and the Lion Subsidiary will have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by them at or prior to the Closing Date.

(g) **Deliveries**. Lion will deliver or cause to be delivered to GJB the closing documents as set forth in Section 9.2, in a form satisfactory to GJB acting reasonably.

(h) **Proceedings**. All Proceedings to be taken in connection with the transactions contemplated in this Agreement will be satisfactory in form and substance to GJB, acting reasonably, and GJB will have received copies of all instruments and other evidence as it may reasonably request in order to establish the consummation or closing of such transactions and the taking of all necessary Proceedings in connection therewith.

(i) **No Legal Action**. No action or Proceeding will be pending or threatened by any Person in any jurisdiction, to enjoin, restrict or prohibit any of the transactions contemplated by this Agreement or the right of Lion to conduct its business after the Effective Time on substantially the same basis as operated immediately prior to the date hereof.

(j) **Lion Expenditures.** From the date of this Agreement, Lion will not have incurred any Liabilities other than those reasonably incurred in connection with the transactions contemplated in this Agreement, and will have spent its cash on hand from the date of this Agreement exclusively in accordance with the Lion Material Agreements, in the ordinary course of business, and for the purpose of completing the Transaction and the matters contemplated in connection therewith. Additionally, the Liabilities of Lion and the Lion Subsidiary, determined in accordance with GAAP, will not exceed $250,000 as at the Closing.

(k) The Lion Shares will have been delivered in accordance with Section 9.2(a).

8.3 Conditions for the Benefit of Lion. The transactions contemplated herein are subject to the following conditions to be fulfilled or performed on or prior to the Closing Date, which conditions are for the exclusive benefit of Lion and may be waived, in whole or in part, by Lion in its sole discretion:

(a) **Truth of Representations and Warranties**. The representations and warranties of GJB contained in this Agreement will have been true and correct as of the date of this Agreement and will be true and correct as of the Closing Date, with the same force and effect as if such representations and warranties had been made on and as of the Closing Date, save and except in any case which would not have a Material Adverse Effect on the business or financial condition of GJB.

(b) **Due Diligence**. Lion and its agents and representatives will have conducted and completed to Lion's satisfaction, acting reasonably, a legal and financial due diligence investigation of GJB by the date upon which the Filing Statement is filed with the TSXV.

(c) **Performance of Obligations**. GJB will have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by GJB at or prior to the Closing Date.

(d) **Deliveries**. GJB will deliver or cause to be delivered to Lion the closing documents as set forth in Section 9.3, in a form satisfactory to Lion acting reasonably.

(e) **Proceedings**. All Proceedings to be taken in connection with the transactions contemplated in this Agreement will be satisfactory in form and substance to Lion, acting reasonably, and Lion will have received copies of all instruments and other evidence as it may reasonably request in order to establish the consummation or closing of such transactions and the taking of all necessary Proceedings in connection therewith.

(f) **No Legal Action**. No action or Proceeding will be pending or threatened by any Person in any jurisdiction, to enjoin, restrict or prohibit any of the transactions contemplated by this Agreement or the right of GJB to conduct its business after the Effective Time on substantially the same basis as operated immediately prior to the date hereof.

(g) **No Material Adverse Effect.** No Material Adverse Effect will have occurred with respect to the business of GJB or Newco or the GJB Shares, however arising.

(h) **GJB Expenditures.** From the date of this Agreement, GJB will not have incurred any Liabilities other than those reasonably incurred in connection with the transactions contemplated in this Agreement and those required to be incurred in connection with the Klondike Option, and will have spent its cash on hand from the date of this Agreement exclusively in the ordinary course of business and for the purpose of completing the Transaction, the matters contemplated in connection therewith, and as required in connection with the Klondike Option. At Closing, GJB will have cash or short term investments of not less than $250,000.

(i) **Directors**. GJB will take all required action in accordance with Applicable Laws, with effect immediately before the Effective Time, to increase the number of directors of GJB to five (5), to obtain the successive resignations of each of the current directors of GJB and to make the successive appointments of directors of GJB as nominated by Lion and currently anticipated to be Minaz (Mike) Devji, Paul Griggs, Steve Hanson, Darren Devine and Alec Robinson, subject to the approval of the TSXV. The resignations and appointments of directors will be carried out in such a way so that a meeting of the GJB Shareholders is not required.

(j) **Name Change**. In connection with the Closing, the board of directors of GJB will cause the name of GJB to be changed to "Lion Petroleum Corp.", provided that such name is available for reservation and use as indicated by the Registrar.

8.4 **Merger of Conditions**. The conditions set out in Sections 8.1, 8.2 and 8.3 will be conclusively deemed to have been satisfied, waived or released on the filing by the Amalgamating Companies of the Amalgamation Application, and such other documents as are required to be filed under the BCBCA for acceptance by the Registrar to give effect to the Amalgamation and the issuance by the Registrar of the Certificate.

ARTICLE 9
CLOSING

9.1 **Time of Closing**. The Closing will be completed at the offices of Clark Wilson LLP at 11:00 a.m. (Vancouver time) on the Closing Date.

9.2 **Lion Closing Documents**. On the Closing Date, Lion will deliver to GJB the following documents:

(a) a share certificate evidencing the Lion Shares to be issued to GJB;

(b) a certified copy of the central securities register of Lion showing GJB as the sole registered owner of the Lion Shares;

(c) all such instruments of transfer, duly executed, which, in the opinion of GJB acting reasonably, are necessary to effect and evidence the transfer of the Lion Shares to GJB, free and clear of all Encumbrances;

(d) a certified copy of the resolutions of the board of directors of Lion and the Lion Shareholders (as well as the directors and shareholders, as applicable, of the Lion Subsidiary) approving and authorizing the entry into this Agreement and the completion of the transactions contemplated herein;

(e) a title opinion with respect to the status of Lion's interest in the Property, in the form and content satisfactory to GJB and its counsel, in their sole discretion, acting reasonably;

(f) a certificate of good standing for each of Lion and the Lion Subsidiary, dated as of the Closing Date, issued by the Registrar or, in the case of the Lion Subsidiary, an applicable regulatory authority;

(g) a copy of the Charter Documents of Lion, certified by a duly authorized officer of Lion to be true and complete as of the Closing Date;

(h) a certificate of a duly authorized officer of Lion, dated as of the Closing Date, certifying that the representations and warranties of Lion and the Lion Subsidiary set out in the Agreement are true and correct in all material respects on and as of the Closing Date, and that all of the terms, covenants and conditions of Lion and the Lion Subsidiary set out in the Agreement have been complied with or performed by Lion or the Lion Subsidiary, as applicable, in all material respects on and as of the Closing Date;

(i) consents to act as directors from each of the five proposed directors to be appointed to the board of directors of GJB on the Closing Date;

(j) the corporate minute books and all other books and records of Lion and the Lion Subsidiary and copies of all Lion Material Agreements; and

(k) such other closing documents as may be required by GJB, acting reasonably.

9.3 **GJB Closing Documents**. On the day of Closing, GJB will deliver to Lion the following documents:

(a) share certificates in the respective names of the Lion Shareholders who are to receive Acquisition Shares pursuant to the Amalgamation in accordance with Section 2.6;

(b) copies of the lists of defaulting issuers published by the British Columbia and Alberta securities commissions showing that GJB does not appear on a list of defaulting reporting issuers maintained by such securities commissions;

(c) a certified copy of the resolutions of the directors of GJB and Newco, and of GJB as the sole shareholder of Newco, approving and authorizing the entry into this Agreement and the completion of the transactions contemplated herein, including the appointment of the proposed new directors of GJB;

(d) a certificate of good standing for GJB, dated as of the Closing Date, issued by the Registrar;

(e) a copy of the Charter Documents of GJB, certified by a duly authorized officer of GJB to be true and complete as of the Closing Date;

(f) a certificate of a duly authorized officer of GJB, dated as of the Closing Date, certifying that the representations and warranties of GJB and Newco set out in the Agreement are true and correct in all material respects on and as of the Closing Date, and that all of the terms, covenants and conditions of GJB and Newco set out in the Agreement have been complied with or performed by GJB and Newco in all material respects on and as of the Closing Date;

(g) a certified copy of the resolutions of the board of directors of GJB approving the name change of GJB to "Lion Petroleum Corp." or such other name as requested by Lion and available with the Registrar;

(h) written resignations of each of Jurgen Wolf, Nashirudeen Meghji, Gopal Sahota and Henry Meixner as directors of GJB;

(i) letter of the TSXV granting conditional acceptance of the Transaction; and

(j) such other closing documents as may be required by Lion, acting reasonably.

ARTICLE 10
TERMINATION

10.1 **Termination**. This Agreement may be terminated by written notice given by the terminating Party to the other Parties hereto, at any time prior to the Closing:

(a) by mutual written consent of each of GJB and Lion;

(b) by GJB, if there has been a misrepresentation, material breach or non-performance by Lion of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of Lion that is not cured, to the reasonable satisfaction of GJB, within seven days after notice of such breach is given by GJB (except that no cure period will be provided for a breach by Lion that, by its nature, cannot be cured);

(c) by Lion, if there has been a misrepresentation, material breach or non-performance by GJB of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of GJB that is not cured, to the reasonable satisfaction of Lion, within seven days after notice of such breach is given by Lion (except that no cure period will be provided for a breach by GJB that by its nature cannot be cured);

(d) by either of GJB or Lion, if any permanent injunction or other Order of a Governmental Body of competent authority preventing the consummation of the Transaction has become final and non-appealable;

(e) by either of GJB or Lion, if a condition for the terminating Party's benefit has not been satisfied or waived; or

(f) by either GJB or Lion, if the Closing has not occurred on or before the Closing Date (provided, that the right to terminate this Agreement under this Section 10.1(f) will not be available to any Party whose failure to fulfill any of its obligations under this Agreement has been the cause of or resulted in the failure to consummate the Transaction by such date).

10.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 10.1, this Agreement will be of no further force or effect and there will be no obligation on the part of the Parties to this Agreement, except with respect to Article 11, which will survive such termination, provided however, that no termination of this Agreement will relieve any Party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations under this Agreement.

10.3 Waivers and Extensions. At any time prior to the Closing, each of the Parties may (a) extend the time for the performance of any of the obligations or other acts of another Party hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (c) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver will be valid if set forth in an instrument in writing signed by the Party to be bound thereby.

ARTICLE 11
INDEMNITIES

11.1 Agreement of GJB to Indemnify. GJB agrees to indemnify, defend, and hold harmless, to the full extent of the law, Lion from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Lion by reason of, resulting from, based upon or arising out of:

(a) the material breach by GJB of any representation or warranty of GJB contained in or made pursuant to this Agreement or any certificate or other instrument delivered pursuant to this Agreement; or

(b) the material breach or partial breach by GJB of any covenant or agreement of GJB made in or pursuant to this Agreement or any certificate or other instrument delivered pursuant to this Agreement.

11.2 Agreement of Lion to Indemnify. Lion agrees to indemnify, defend, and hold harmless, to the full extent of the law, GJB from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by GJB by reason of, resulting from, based upon or arising out of:

(a) the material breach by Lion of any representation or warranty of Lion contained in or made pursuant to this Agreement or any certificate or other instrument delivered pursuant to this Agreement; or

(b) the material breach or partial breach by Lion of any covenant or agreement of Lion made in or pursuant to this Agreement or any certificate or other instrument delivered pursuant to this Agreement.

11.3 Third Party Claims.

(a) If any third party notifies a Party entitled to indemnification under Section 11.1 or 11.2 (each, an "**Indemnified Party**") with respect to any matter (a "**Third-Party Claim**") which may give rise to an indemnity claim against a Party required to indemnify such Indemnified Party under Section 11.1 or 11.2 (each an "**Indemnifying Party**"), then the Indemnified Party will promptly give written notice to Indemnifying Party; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party will relieve the Indemnifying Party from any obligation under this Article 11, except to the extent such delay actually and materially prejudices the Indemnifying Party.

(b) The Indemnifying Party will be entitled to participate in the defense of any Third-Party Claim that is the subject of a notice given by the Indemnified Party pursuant to Section 11.3(a). In addition, the Indemnifying Party will have the right to defend the Indemnified Party against the Third-Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party so long as (i) the Indemnifying Party gives written notice to the Indemnified Party within fifteen days after the Indemnified Party has given notice of the Third-Party Claim that the Indemnifying Party elects to assume the defense of such Third-Party Claim, (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have adequate financial resources to defend against the Third-Party Claim and fulfill its indemnification obligations hereunder, (iii) if the Indemnifying Party is a Party to the Third-Party Claim or, in the reasonable opinion of the indemnified Party some other actual or potential conflict of interest exists between the Indemnifying Party and the Indemnified Party, the Indemnified Party determines in good faith that joint representation would not be inappropriate, (iv) the Third-Party Claim does not relate to or otherwise arise in connection with Taxes or any criminal or regulatory enforcement action, (v) settlement of, an adverse judgment with respect to or the Indemnifying Party's conduct of the defense of the Third-Party Claim is not, in the good faith judgment of the Indemnified Party, likely to be materially adverse to the Indemnified Party's reputation or continuing business interests (including its relationships with current or potential customers, suppliers or other parties material to the conduct of its Business) and (vi) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently. The Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third-Party Claim; provided, however, that the Indemnifying Party will pay the reasonable fees and expenses of separate co-counsel retained by the Indemnified Party that are incurred prior to Indemnifying Party's assumption of control of the defense of the Third-Party Claim.

(c) The Indemnifying Party will not consent to the entry of any judgment or enter into any compromise or settlement with respect to the Third-Party Claim without the prior written consent of the Indemnified Party unless such judgment, compromise or settlement (i) provides for the payment by the Indemnifying Party of money as sole relief for the claimant, (ii) results in the full and general release of the Indemnified Party from all Liabilities arising or relating to, or in connection with, the Third-Party Claim and (iii) involves no finding or admission of any violation of Applicable Laws or the rights of any Person and has no effect on any other claims that may be made against the Indemnified Party.

(d) If the Indemnifying Party does not deliver the notice contemplated by Section 11.3(b)(i), or the evidence contemplated by Section 11.3(b)(ii), within fifteen days after the Indemnified Party has given notice of the Third-Party Claim, or otherwise at any time fails to conduct the defense of the Third-Party Claim actively and diligently, the Indemnified Party may defend, and may consent to the entry of any judgment or enter into any compromise or settlement with respect to, the Third-Party Claim in any manner it may deem appropriate; provided, however, that the Indemnifying Party will not be bound by the entry of any such judgment consented to, or any such compromise or settlement effected, without its prior written consent (which consent will not be unreasonably withheld or delayed). In the event that the Indemnified Party conducts the defense of the Third-Party Claim pursuant to this Section 11.3(d), the Indemnifying Party will (i) advance the Indemnified Party promptly and periodically for the costs of defending against the Third-Party Claim (including reasonable attorneys' fees and expenses) and (ii) remain responsible for any and all other Losses that the Indemnified Party may incur or suffer resulting from, arising out of, relating to, in the nature of or caused by the Third-Party Claim to the fullest extent provided in this Article 11.

11.4 **Indemnifications Not Affected by Investigation**. The right to indemnification, payment of Damages or other remedy based on the representations, warranties, covenants, and obligations contained herein will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of Damages, or other remedy based on such representations, warranties, covenants, and obligations.

ARTICLE 12
GENERAL

12.1 **Expenses**. All costs and expenses incurred in connection with the preparation of this Agreement and the Transaction will be paid by the Party incurring such expenses.

12.2 **Assignment**. No Parties to this Agreement may assign any of their respective rights under this Agreement without the prior consent of each of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of, the successors and permitted assigns of each of the Parties, as applicable. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under, or with respect to, this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and assigns, as applicable.

12.3 **Notices**. Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail, the notice to the following address or number:

(a) If to GJB or Newco:

Gold Jubilee Capital Corp.
1206 – 588 Broughton Street
Vancouver, BC V6G 3E3

Attention: Jurgen Wolf
Telephone: (604) 817-0334
Facsimile: (604) 718-2808

With a copy (which will not constitute notice) to:

McCullough O'Connor Irwin LLP
Barristers & Solicitors
Suite 2610 Oceanic Plaza
1066 West Hastings Street
Vancouver, BC V6E 3X1

Attention: Raman Gill
Telephone: (604) 687-7077
Facsimile: (604) 687-7099

(b) If to Lion:

Lion Petroleum Corporation
1180 – 999 West Hastings Street
Vancouver, BC V6C 2W2

Attention: Minaz (Mike) Devji
Telephone: (604) 687-6310
Facsimile: (604) 687-6365

With a copy (which will not constitute notice) to:

Clark Wilson LLP
Barristers & Solicitors
Suite 800 – 885 West Georgia Street
Vancouver, BC V6C 3H1

Attention: Virgil Z. Hlus
Telephone: (604) 687-5700
Facsimile: (604) 687-6314

(or to such other address or number as any Party may specify by notice in writing to another Party).

Any notice delivered or sent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy on a Business Day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the transmission was sent successfully to the number set out above, as the case may be. Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third Business Day after posting; but if at the time of posting or between the time of posting and the third Business Day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

12.4 **Governing Law; Venue**. This Agreement, the legal relations between the Parties and the adjudication and the enforcement thereof, will be governed by and interpreted and construed in accordance with the substantive laws of the Province of British Columbia without regard to applicable choice of law provisions thereof. The Parties hereto agree that any Proceeding arising out of or relating to this Agreement or the Transaction will be brought in a suitable court located in the Province of British Columbia and each Party hereto irrevocably submits to the exclusive jurisdiction of those courts.

12.5 **Severability**. If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other covenant or other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable covenant or provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.

12.6 **Independent Legal Advice**. Each of the Parties acknowledges that it has had independent legal advice regarding the execution of this Agreement, or has been advised of its respective right to obtain independent legal advice, and if it has not in fact obtained independent legal advice, such Party acknowledges herewith that it understands the contents of this Agreement and that it is executing the same voluntarily and without pressure from the other Parties or anyone on their behalf.

12.7 **Entire Agreement**. This Agreement, the schedules attached hereto and the other Transaction Documents contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior arrangements and understandings, both written and oral, expressed or implied, with respect thereto, including, without limitation, the Letter of Intent. Any preceding correspondence or offers are expressly superseded and terminated by this Agreement.

12.8 **Further Assurances**. GJB, Lion and Newco, upon the request of any other Party to this Agreement, whether before or after the Closing, will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete consummation of the Transaction.

12.9 **Regulatory Approval**. This Agreement is subject to regulatory approval, including, without limitation, approval of the TSXV.

12.10 **Time**. Time is of the essence of this Agreement.

12.11 **Waiver**. No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, will operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy will preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Party will be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver will not be applicable or have any effect except in the specific instance in which it is given.

12.12 **Force Majeure**. The obligations of the Parties and the time frames established in this Agreement will be suspended to the extent and for the period that performance is prevented by any cause beyond either Party's reasonable control, whether foreseeable or unforeseeable, including, without limitation, labour disputes, acts of God, laws, regulations, Orders, proclamations or requests of any governmental authority, inability to obtain on reasonable terms required permits, licenses, or other authorizations, or any other matter similar to the above.

12.13 **Amendment**. This Agreement may not be amended except by an instrument in writing signed by each of the Parties.

12.14 **Counterparts and Facsimile Transmission**. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument and delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on page one of this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the day and year first above written.

GOLD JUBILEE CAPITAL CORP.

Per: *"Jurgen Wolf"*
Authorized Signatory

LION PETROLEUM CORP.

Per: *"Minaz Devji"*
Authorized Signatory

LION PETROLEUM (K) LIMITED

Per: *"Minaz Devji"*
Authorized Signatory

0906354 B.C. LTD.

Per: *"Jurgen Wolf"*
Authorized Signatory

SCHEDULE A

DESCRIPTION OF PROPERTY

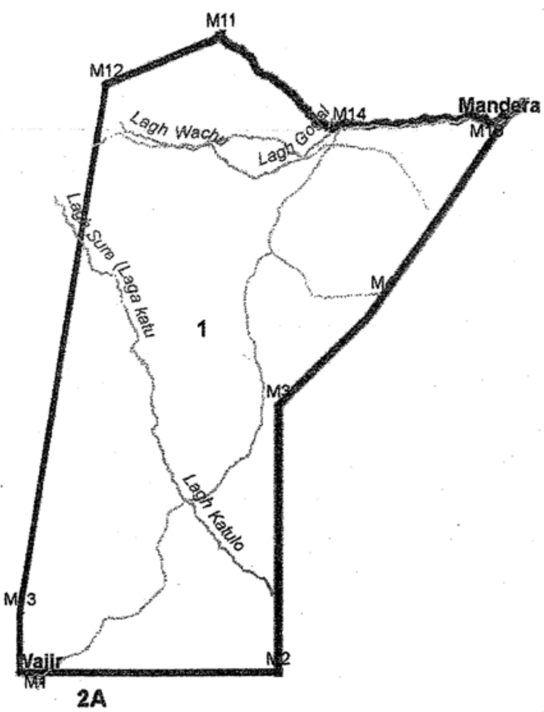
Block1 PS

agreement
ved by the
(Appendix

APPENDIX "A"

THE CONTRACT AREA
(The Area to which the Petroleum Agreement relates)

Block 1



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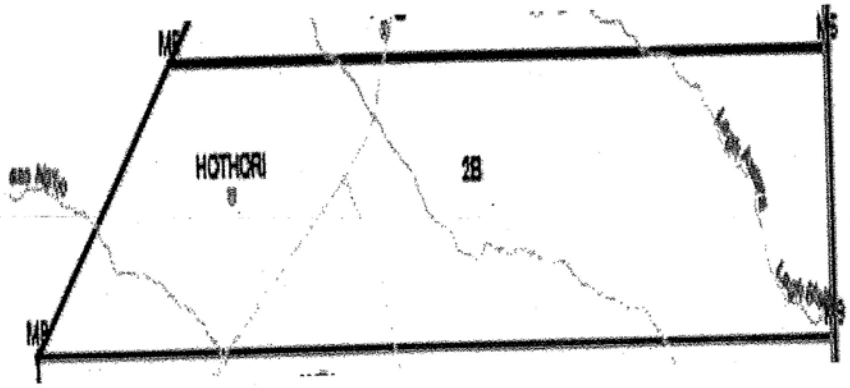
APPENDIX "A"

THE CONTRACT AREA
(The Area to which the Petroleum Agreement relates)



Coordinates

POINT	LONGITUDE			LATITUDE			
			BLOCK 2B				
M5	40°	59'	46.74"E	01°	21'	04.22"N	N
M6	39°	20'	52.49"E	01°	20'	48.37"N	N
M8	39°	00'	00.00"E	01°	00'	00.00"N	N
M9	40°	59'	46.74"E	01°	00'	16.94"N	N

AREA = 7806.53 SQ KM

SCHEDULE B

ARTICLES OF AMALGAMATION

[see attached]

Incorporation No. ____________

BUSINESS CORPORATIONS ACT

ARTICLES

OF

♦[NUMBERED CO]

Table of Contents

Incorporation No. ___________

BUSINESS CORPORATIONS ACT

ARTICLES

OF

⧫[NUMBERED COMPANY]

(the "Company")

ARTICLE 1– INTERPRETATION

1.1 Definitions

Without limiting Article 1.2, in these Articles, unless the context requires otherwise:

"adjourned meeting" means the meeting to which a meeting is adjourned under Article 8.7 or 8.11;

"board" and **"directors"** mean the directors or sole director of the Company for the time being;

"*Business Corporations Act*" means the *Business Corporations Act*, S.B.C. 2002, c.57, and includes its regulations;

"*Interpretation Act*" means the *Interpretation Act*, R.S.B.C. 1996, c. 238;

"trustee", in relation to a shareholder, means the personal or other legal representative of the shareholder, and includes a trustee in bankruptcy of the shareholder.

1.2 Business Corporations Act definitions apply

The definitions in the *Business Corporations Act* apply to these Articles.

1.3 Interpretation Act applies

The *Interpretation Act* applies to the interpretation of these Articles as if these Articles were an enactment.

1.4 Conflict in definitions

If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles.

1.5 Conflict between Articles and legislation

If there is a conflict between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

ARTICLE 2 – SHARES AND SHARE CERTIFICATES

2.1 Form of share certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

2.2 Shareholder Entitled to Certificate or Acknowledgement

Each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgement of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.3 Sending of share certificate

Any share certificate to which a shareholder is entitled may be sent to the shareholder by mail and neither the Company nor any agent is liable for any loss to the shareholder because the certificate sent is lost in the mail or stolen.

2.4 Replacement of worn out or defaced certificate

If the directors are satisfied that a share certificate is worn out or defaced, they must, on production to them of the certificate and on such other terms, if any, as they think fit,

(a) order the certificate to be cancelled, and

(b) issue a replacement share certificate.

2.5 Replacement of lost, stolen or destroyed certificate

If a share certificate is lost, stolen or destroyed, a replacement share certificate must be issued to the person entitled to that certificate if the directors receive

(a) proof satisfactory to them that the certificate is lost, stolen or destroyed, and

(b) any indemnity the directors consider adequate.

2.6 Splitting share certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name 2 or more certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the certificate, so surrendered, the Company must cancel the surrendered certificate and issue replacement share certificates in accordance with that request.

2.7 Shares may be uncertificated

Notwithstanding any other provisions of this Part, the directors may, by resolution, provide that:

(a) the shares of any or all of the classes and series of the Company's shares must be uncertificated shares; or

(b) any specified shares must be uncertificated shares.

ARTICLE 3 – ISSUE OF SHARES

3.1 Directors authorized to issue shares

The directors may, subject to the rights of the holders of the issued shares of the Company, issue, allot, sell, grant options on or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices that the directors, in their absolute discretion, may determine.

3.2 Company need not recognize unregistered interests

Except as required by law or these Articles, the Company need not recognize or provide for any person's interests in or rights to a share unless that person is the shareholder of the share.

ARTICLE 4 – SHARE TRANSFERS

4.1 Recording or registering transfer

A transfer of a share of the Company must not be registered

(a) unless a duly signed instrument of transfer in respect of the share has been received by the Company and the certificate representing the share to be transferred has been surrendered and cancelled, or

(b) if no certificate has been issued by the Company in respect of the share, unless a duly signed instrument of transfer in respect of the share has been received by the Company.

4.2 Form of instrument of transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

4.3 Signing of instrument of transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer, or, if no number is specified, all the shares represented by share certificates deposited with the instrument of transfer,

(a) in the name of the person named as transferee in that instrument of transfer, or

(b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the share certificate is deposited for the purpose of having the transfer registered.

4.4 Enquiry as to title not required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

4.5 Transfer fee

There must be paid to the Company, in relation to the registration of any transfer, the amount determined by the directors.

ARTICLE 5 – ACQUISITION OF SHARES

5.1 Company authorized to purchase shares

Subject to the special rights and restrictions attached to any class or series of shares, the Company may, if it is authorized to do so by the directors, purchase or otherwise acquire any of its shares.

5.2 Company authorized to accept surrender of shares

The Company may, if it is authorized to do so by the directors, accept a surrender of any of its shares by way of gift or for cancellation.

5.3 Company authorized to convert fractional shares into whole shares

The Company may, if it is authorized to do so by the directors, convert any of its fractional shares into whole shares in accordance with, and subject to the limitations contained in, the *Business Corporations Act*.

ARTICLE 6 – BORROWING POWERS

6.1 Powers of directors

The directors may from time to time on behalf of the Company

(a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate,

(b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person, and at any discount or premium and on such other terms as they consider appropriate,

(c) guarantee the repayment of money by any other person or the performance of any obligation of any other person, and

(d) mortgage or charge, whether by way of specific or floating charge, or give other security on the whole or any part of the present and future assets and undertaking of the Company.

ARTICLE 7 – GENERAL MEETINGS

7.1 Annual general meetings

Unless an annual general meeting is deferred or waived in accordance with section 182(2)(a) or (c) of the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual general meeting.

7.2 When annual general meeting is deemed to have been held

If all of the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 7.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

7.3 Calling of shareholder meetings

The directors may, whenever they think fit, call a meeting of shareholders.

7.4 Notice for meetings of shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

7.5 Record date for notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

7.6 Record date for voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

7.7 Failure to give notice and waiver of notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

7.8 Notice of special business at meetings of shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 8.1, the notice of meeting must:

(a) state the general nature of the special business; and

(b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

(ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

ARTICLE 8 – PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

8.1 Special business

At a meeting of shareholders, the following business is special business:

(a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

(b) at an annual general meeting, all business is special business except for the following:

(i) business relating to the conduct of or voting at the meeting;

(ii) consideration of any financial statements of the Company presented to the meeting;

(iii) consideration of any reports of the directors or auditor;

(iv) the setting or changing of the number of directors;

(v) the election or appointment of directors;

(vi) the appointment of an auditor;

(vii) the setting of the remuneration of an auditor;

(viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;

(ix) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

8.2 Special majority

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

8.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is 2 persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 1/20 of the issued shares entitled to be voted at the meeting.

8.4 One shareholder may constitute quorum

If there is only one shareholder entitled to vote at a meeting of shareholders,

(a) the quorum is one person who is, or who represents by proxy, that shareholder, and

(b) that shareholder, present in person or by proxy, may constitute the meeting.

8.5 Other persons may attend

The directors, the president, if any, the secretary, if any, and any lawyer or auditor for the Company are entitled to attend any meeting of shareholders, but if any of those persons do attend a meeting of shareholders, that person is not to be counted in the quorum, and is not entitled to vote at the meeting, unless that person is a shareholder or proxy holder entitled to vote at the meeting.

8.6 Requirement of quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote at the meeting is present at the commencement of the meeting.

8.7 Lack of quorum

If, within 1/2 hour from the time set for the holding of a meeting of shareholders, a quorum is not present,

(a) in the case of a general meeting convened by requisition of shareholders, the meeting is dissolved, and

(b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

8.8 Lack of quorum at succeeding meeting

If, at the meeting to which the first meeting referred to in Article 8.7 was adjourned, a quorum is not present within 1/2 hour from the time set for the holding of the meeting, the persons present and who are, or who represent by proxy, shareholders entitled to attend and vote at the meeting constitute a quorum.

8.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

(a) the chair of the board, if any;

(b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

8.10 Alternate chair

At any meeting of shareholders, the directors present must choose one of their number to be chair of the meeting if: (a) there is no chair of the board or president present within 15 minutes after the time set for holding the meeting; (b) the chair of the board and the president are unwilling to act as chair of the meeting; or (c) if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting. If, in any of the foregoing circumstances, all of the directors present decline to accept the position of chair or fail to choose one of their number to be chair of the meeting, or if no director is present, the shareholders present in person or by proxy must choose any person present at the meeting to chair the meeting.

8.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

8.12 Notice of adjourned meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

8.13 Motion need not be seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

8.14 Manner of taking a poll

Subject to Article 8.15, if a poll is duly demanded at a meeting of shareholders,

(a) the poll must be taken

  (i) at the meeting, or within 7 days after the date of the meeting, as the chair of the meeting directs, and

  (ii) in the manner, at the time and at the place that the chair of the meeting directs,

(b) the result of the poll is deemed to be a resolution of, and passed at, the meeting at which the poll is demanded, and

(c) the demand for the poll may be withdrawn.

8.15 Demand for a poll on adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

8.16 Demand for a poll not to prevent continuation of meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

8.17 Poll not available in respect of election of chair

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

8.18 Casting of votes on poll

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

8.19 Chair must resolve dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the same, and his or her determination made in good faith is final and conclusive.

8.20 Chair has no second vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a casting or second vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

8.21 Declaration of result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting.

8.22 Meetings by telephone or other communications medium

A shareholder or proxy holder who is entitled to participate in a meeting of shareholders may do so in person, or by telephone or other communications medium, if all shareholders and proxy holders participating in the meeting are able to communicate with each other; provided, however, that nothing in this Section will obligate the Company to take any action or provide any facility to permit or facilitate the use of any communications medium at a meeting of shareholders. If one or more shareholders or proxy holders participate in a meeting of shareholders in a manner contemplated by this Section,

(a) each such shareholder or proxy holder will be deemed to be present at the meeting, and

(b) the meeting will be deemed to be held at the location specified in the notice of the meeting.

ARTICLE 9 – ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may by resolution of the directors:

(a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(c) if the Company is authorized to issue shares of a class of shares with par value:

(i) decrease the par value of those shares,

(ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares,

(iii) subdivide all or any of its unissued or fully paid issued shares with par value into shares of smaller par value, or

(iv) consolidate all or any of its unissued or fully paid issued shares with par value into shares of larger par value;

(d) subdivide all or any of its unissued or fully paid issued shares without par value;

(e) change all or any of its unissued or fully paid issued shares with par value into shares without par value or all or any of its unissued shares without par value into shares with par value;

(f) alter the identifying name of any of its shares;

(g) consolidate all or any of its unissued or fully paid issued shares without par value; or

(h) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*.

9.2 Change of Name

The Company may by resolution of the directors authorize an alteration to its Notice of Articles in order to change its name or adopt or change any translation of that name.

9.3 Other Alterations

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by resolution of the directors authorize an alteration of these Articles.

ARTICLE 10 – VOTES OF SHAREHOLDERS

10.1 Voting rights

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint registered holders of shares under Article 10.3,

(a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote at the meeting has one vote, and

(b) on a poll, every shareholder entitled to vote has one vote in respect of each share held by that shareholder that carries the right to vote on that poll and may exercise that vote either in person or by proxy.

10.2 Trustee of shareholder may vote

A person who is not a shareholder may vote on a resolution at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting in relation to that resolution, if, before doing so, the person satisfies the chair of the meeting at which the resolution is to be considered, or satisfies all of the directors present at the meeting, that the person is a trustee for a shareholder who is entitled to vote on the resolution.

10.3 Votes by joint shareholders

If there are joint shareholders registered in respect of any share,

(a) any one of the joint shareholders, but not both or all, may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it, or

(b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, the joint shareholder present whose name stands first on the central securities register in respect of the share is alone entitled to vote in respect of that share.

10.4 Trustees as joint shareholders

Two or more trustees of a shareholder in whose sole name any share is registered are, for the purposes of Article 10.3, deemed to be joint shareholders.

10.5 Representative of a corporate shareholder

If a corporation that is not a subsidiary of the Company is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and,

(a) for that purpose, the instrument appointing a representative must

    (i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least 2 business days before the day set for the holding of the meeting, or

    (ii) be provided, at the meeting, to the chair of the meeting, and

(b) if a representative is appointed under this Article 10.5,

    (i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder, and

    (ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

10.6 When proxy provisions do not apply

Articles 10.7 to 10.13 do not apply to the Company if and for so long as it is a public company.

10.7 Appointment of proxy holder

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint a proxy holder to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

10.8 Alternate proxy holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

10.9 When proxy holder need not be shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if

(a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 10.5,

(b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting, or

(c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

10.10 Form of proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

(Name of Company)

The undersigned, being a shareholder of the above named Company, hereby appoints .... or, failing that person, ..., as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders to be held on the day of and at any adjournment of that meeting.

Signed this .... day of ...., ...

....
Signature of shareholder

10.11 Provision of proxies

A proxy for a meeting of shareholders must

(a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, 2 business days, before the day set for the holding of the meeting, or

(b) unless the notice provides otherwise, be provided at the meeting to the chair of the meeting.

10.12 Revocation of proxies

Subject to Article 10.13, every proxy may be revoked by an instrument in writing that is

(a) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used, or

(b) provided at the meeting to the chair of the meeting.

10.13 Revocation of proxies must be signed

An instrument referred to in Article 10.12 must be signed as follows:

(a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her trustee;

(b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 10.5.

10.14 Validity of proxy votes

A vote given in accordance with the terms of a proxy is valid despite the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received

(a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used, or

(b) by the chair of the meeting, before the vote is taken.

10.15 Production of evidence of authority to vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

ARTICLE 11 – DIRECTORS

11.1 First directors; number of directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 12.8, is set at:

(a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors;

(b) if the Company is a public company, the greater of three and the number most recently established:

  (i) by ordinary resolution (whether or not previous notice of the resolution was given); and

  (ii) under Article 12.4;

(c) if the Company is not a public company, the number most recently established:

(i) by ordinary resolution (whether or not previous notice of the resolution was given); and

(ii) under Article 12.4.

11.2 Change in number of directors

If the number of directors is set under Articles 11.1(b)(i) or 11.1(c)(i):

(a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

(b) if, contemporaneously with setting that number, the shareholders do not elect or appoint the directors needed to fill vacancies in the board of directors up to that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

11.3 Directors' acts valid despite vacancy

An act or proceeding of the directors is not invalid merely because fewer directors have been appointed or elected than the number of directors set or otherwise required under these Articles.

11.4 Qualifications of directors

A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

11.5 Remuneration of directors

The directors are entitled to the remuneration, if any, for acting as directors as the directors may from time to time determine. If the directors so decide, the remuneration of the directors will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to a director in such director's capacity as an officer or employee of the Company.

11.6 Reimbursement of expenses of directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

11.7 Special remuneration for directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

11.8 Gratuity, pension or allowance on retirement of director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

ARTICLE 12 – ELECTION AND REMOVAL OF DIRECTORS

12.1 Election at annual general meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 7.2:

(a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or re-appointment.

12.2 Consent to be a director

No election, appointment or designation of an individual as a director is valid unless:

(a) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;

(b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(c) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

12.3 Failure to elect or appoint directors

If:

(a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 7.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or

(b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 7.2, to elect or appoint any directors;

then each director in office at such time continues to hold office until the earlier of:

(c) the date on which his or her successor is elected or appointed; and

(d) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

12.4 Places of retiring directors not filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to fill the vacancies in the number of directors set pursuant to these

Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

12.5 Directors may fill casual vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

12.6 Remaining directors' power to act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or for the purpose of summoning a meeting of shareholders to fill any vacancies on the board of directors or for any other purpose permitted by the *Business Corporations Act*.

12.7 Shareholders may fill vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

12.8 Additional directors

Notwithstanding Articles 11.1 and 11.2, between annual general meetings or unanimous resolutions contemplated by Article 7.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 12.8 must not at any time exceed:

(a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 12.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 12.1(a), but is eligible for re-election or re-appointment.

12.9 Ceasing to be a director

A director ceases to be a director when:

(a) the term of office of the director expires;

(b) the director dies;

(c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(d) the director is removed from office pursuant to Articles 12.10 or 12.11.

12.10 Removal of director by shareholders

The Shareholders may, by special resolution, remove any director before the expiration of his or her term of office, and may, by ordinary resolution, elect or appoint a director to fill the resulting vacancy. If the shareholders do not contemporaneously elect or appoint a director to fill the vacancy created by the removal of a director, then the directors may appoint, or the shareholders may elect or appoint by ordinary resolution, a director to fill that vacancy.

12.11 Removal of director by directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

ARTICLE 13 – PROCEEDINGS OF DIRECTORS

13.1 Meetings of directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the board held at regular intervals may be held at the place, at the time and on the notice, if any, that the board may by resolution from time to time determine.

13.2 Chair of meetings

Meetings of directors are to be chaired by

(a) the chair of the board, if any,

(b) in the absence of the chair of the board, the president, if any, if the president is a director, or

(c) any other director chosen by the directors if

  (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting,

  (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting, or

  (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

13.3 Voting at meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

13.4 Meetings by telephone or other communications medium

A director may participate in a meeting of the directors or of any committee of the directors in person, or by telephone or other communications medium, if all directors participating in the meeting are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 13.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

13.5 Who may call extraordinary meetings

A director may call a meeting of the board at any time. The secretary, if any, must on request of a director , call a meeting of the board.

13.6 Notice of extraordinary meetings

Subject to Articles 13.7 and 13.8, if a meeting of the board is called under Article 13.4, reasonable notice of that meeting, specifying the place, date and time of that meeting, must be given to each of the directors

(a) by mail addressed to the director's address as it appears on the books of the Company or to any other address provided to the Company by the director for this purpose,

(b) by leaving it at the director's prescribed address or at any other address provided to the Company by the director for this purpose, or

(c) orally, by delivery of written notice or by telephone, voice mail, e-mail, fax or any other method of legibly transmitting messages.

13.7 When notice not required

It is not necessary to give notice of a meeting of the directors to a director if

(a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed or is the meeting of the directors at which that director is appointed, or

(b) the director has filed a waiver under Article 13.9.

13.8 Meeting valid despite failure to give notice

The accidental omission to give notice of any meeting of directors to any director, or the non-receipt of any notice by any director, does not invalidate any proceedings at that meeting.

13.9 Waiver of notice of meetings

Any director may file with the Company a document signed by the director waiving notice of any past, present or future meeting of the directors and may at any time withdraw that waiver with respect to meetings of the directors held after that withdrawal.

13.10 Effect of waiver

After a director files a waiver under Article 13.9 with respect to future meetings of the directors, and until that waiver is withdrawn, notice of any meeting of the directors need not be given to that director unless the director otherwise requires in writing to the Company.

13.11 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is a majority of the directors.

13.12 If only one director

If, in accordance with Article 11.1, the number of directors is one, the quorum necessary for the transaction of the business of the directors is one director, and that director may constitute a meeting.

ARTICLE 14 – COMMITTEES OF DIRECTORS

14.1 Appointment of committees

The directors may, by resolution,

(a) appoint one or more committees consisting of the director or directors that they consider appropriate,

(b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except

(i) the power to fill vacancies in the board,

(ii) the power to change the membership of, or fill vacancies in, any committee of the board, and

(iii) the power to appoint or remove officers appointed by the board, and

(c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution.

14.2 Obligations of committee

Any committee formed under Article 14.1, in the exercise of the powers delegated to it, must

(a) conform to any rules that may from time to time be imposed on it by the directors, and

(b) report every act or thing done in exercise of those powers to the earliest meeting of the directors to be held after the act or thing has been done.

14.3 Powers of board

The board may, at any time,

(a) revoke the authority given to a committee, or override a decision made by a committee, except as to acts done before such revocation or overriding,

(b) terminate the appointment of, or change the membership of, a committee, and

(c) fill vacancies in a committee,

14.4 Committee meetings

Subject to Article 14.2(a),

(a) the members of a directors' committee may meet and adjourn as they think proper,

(b) a directors' committee may elect a chair of its meetings but, if no chair of the meeting is elected, or if at any meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting,

(c) a majority of the members of a directors' committee constitutes a quorum of the committee, and

(d) questions arising at any meeting of a directors' committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting has no second or casting vote.

ARTICLE 15 – OFFICERS

15.1 Appointment of officers

The board may, from time to time, appoint a president, secretary or any other officers that it considers necessary, and none of the individuals appointed as officers need be a member of the board.

15.2 Functions, duties and powers of officers

The board may, for each officer,

(a) determine the functions and duties the officer is to perform,

(b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit, and

(c) from time to time revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

15.3 Remuneration

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the board thinks fit and are subject to termination at the pleasure of the board.

ARTICLE 16 – CERTAIN PERMITTED ACTIVITIES OF DIRECTORS

16.1 Other office of director

A director may hold any office or place of profit with the Company (other than the office of auditor of the Company) in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

16.2 No disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise.

16.3 Professional services by director or officer

Subject to compliance with the provisions of the *Business Corporations Act*, a director or officer of the Company, or any corporation or firm in which that individual has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such corporation or firm is entitled to remuneration for professional services as if that individual were not a director or officer.

16.4 Remuneration and benefits received from certain entities

A director or officer may be or become a director, officer or employee of, or may otherwise be or become interested in, any corporation, firm or entity in which the Company may be interested as a shareholder or otherwise, and, subject to compliance with the provisions of the *Business Corporations Act,* the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other corporation, firm or entity.

ARTICLE 17 – INDEMNIFICATION

17.1 Indemnification of directors

The directors must cause the Company to indemnify its directors and former directors, and their respective heirs and personal or other legal representatives to the greatest extent permitted by Division 5 of Part 5 of the *Business Corporations Act*.

17.2 Deemed contract

Each director is deemed to have contracted with the Company on the terms of the indemnity referred to in Article 17.1.

ARTICLE 18 – AUDITOR

18.1 Remuneration of an auditor

The directors may set the remuneration of the auditor of the Company.

18.2 Waiver of appointment of an auditor

The Company will not be required to appoint an auditor if all of the shareholders of the Company, whether or not their shares otherwise carry the right to vote, resolve by a unanimous resolution to waive the appointment of an auditor. Such waiver may be given before, on or after the date on which an auditor is required to be appointed under the *Business Corporations Act*, and is effective for one financial year only.

ARTICLE 19 – DIVIDENDS

19.1 Declaration of dividends

Subject to the rights, if any, of shareholders holding shares with special rights as to dividends, the directors may from time to time declare and authorize payment of any dividends the directors consider appropriate.

19.2 No notice required

The directors need not give notice to any shareholder of any declaration under Article 19.1.

19.3 Directors may determine when dividend payable

Any dividend declared by the directors may be made payable on such date as is fixed by the directors.

19.4 Dividends to be paid in accordance with number of shares

Subject to the rights of shareholders, if any, holding shares with special rights as to dividends, all dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

19.5 Manner of paying dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of paid up shares or fractional shares, bonds, debentures or other debt obligations of the Company, or in any one or more of those ways, and, if any difficulty arises in regard to the distribution, the directors may settle the difficulty as they consider expedient, and, in particular, may set the value for distribution of specific assets.

19.6 Dividend bears no interest

No dividend bears interest against the Company.

19.7 Fractional dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

19.8 Payment of dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed

(a) subject to paragraphs (b) and (c), to the address of the shareholder,

(b) subject to paragraph (c), in the case of joint shareholders, to the address of the joint shareholder whose name stands first on the central securities register in respect of the shares, or

(c) to the person and to the address as the shareholder or joint shareholders may direct in writing.

19.9 Receipt by joint shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

ARTICLE 20 – ACCOUNTING RECORDS

20.1 Recording of financial affairs

The board must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the provisions of the *Business Corporations Act*.

ARTICLE 21 – EXECUTION OF INSTRUMENTS

21.1 Who may attest seal

The Company's seal, if any, must not be impressed on any record except when that impression is attested by the signature or signatures of

(a) any 2 directors,

(b) any officer, together with any director,

(c) if the Company has only one director, that director, or

(d) any one or more directors or officers or persons as may be determined by resolution of the directors.

21.2 Sealing copies

For the purpose of certifying under seal a true copy of any resolution or other document, the seal must be impressed on that copy and, despite Article 21.1, may be attested by the signature of any director or officer.

21.3 Execution of documents not under seal

Any instrument, document or agreement for which the seal need not be affixed may be executed for and on behalf of and in the name of the Company by any one director or officer of the Company, or by any other person appointed by the directors for such purpose.

ARTICLE 22 – NOTICES

22.1 Method of giving notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

(a) mail addressed to the person at the applicable address for that person as follows:

  (i) for a record mailed to a shareholder, the shareholder's registered address;

  (ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

  (iii) in any other case, the mailing address of the intended recipient;

(b) delivery at the applicable address for that person as follows, addressed to the person:

  (i) for a record delivered to a shareholder, the shareholder's registered address;

  (ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;

  (iii) in any other case, the delivery address of the intended recipient;

(c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;

(e) physical delivery to the intended recipient.

22.2 Deemed receipt of mailing

A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 22.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

22.3 Certificate of sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 22.1, prepaid and mailed or otherwise sent as permitted by Article 22.1 is conclusive evidence of that fact.

22.4 Notice to joint shareholders

A notice, statement, report or other record may be provided by the Company to the joint registered shareholders of a share by providing the notice to the joint registered shareholder first named in the central securities register in respect of the share.

22.5 Notice to trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(a) mailing the record, addressed to them:

(i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(b) if an address referred to in Article 22.5(a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

ARTICLE 23 – RESTRICTION ON SHARE TRANSFER

23.1 Application

Article 23.2 does not apply to the Company if and for so long as it is a public company.

23.2 Consent required for transfer

No shares may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

____
MINAZ DEVJI
Director

DATED: _______________, 2011.

SCHEDULE C

ACKNOWLEDGEMENT - PERSONAL INFORMATION

TSX Venture Exchange Inc. and its affiliates, authorized agents, subsidiaries and divisions, including the TSX Venture Exchange (collectively referred to as “the Exchange”) collect Personal Information in certain Forms that are submitted by the individual and/or by an Issuer or Applicant and use it for the following purposes:

- to conduct background checks,
- to verify the Personal Information that has been provided about each individual,
- to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the Issuer or Applicant,
- to consider the eligibility of the Issuer or Applicant to list on the Exchange,
- to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Issuer, or its associates or affiliates, and includes information as to such individual’s involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, as well as information respecting penalties, sanctions or personal bankruptcies, to which such individual has been subject, as well as any conflicts of interest that the individual may have with the Issuer,
- to detect and prevent fraud,
- to conduct enforcement proceedings, and
- to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

As part of this process, the Exchange also collects additional Personal Information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished. The Personal Information the Exchange collects may also be disclosed:

(a) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and

(b) on the Exchange’s website or through printed materials published by or pursuant to the directions of the Exchange.

The Exchange may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Exchange may share the information with such third party service providers.

SCHEDULE D

FORM OF VOLUNTARY POOLING AGREEMENT

THIS AGREEMENT dated for reference the ____ day of _____________, 2011.

AMONG:

GOLD JUBILEE CAPITAL CORP., a company incorporated pursuant to the laws of British Columbia and having an address at 1206 – 588 Broughton Street, Vancouver, BC V6G 3E3

(the "**Issuer**")

AND:

The undersigned shareholder of the Issuer

(collectively, the "**Undersigned**")

AND:

CLARK WILSON LLP, of Suite 800 – 885 West Georgia Street, Vancouver, British Columbia V6C 3H1

(the "**Trustee**")

WHEREAS:

A. Pursuant to the terms of an amalgamation agreement (the "**Amalgamation Agreement**") dated May 3, 2011 among the Issuer, Lion Petroleum Corp. ("**Lion**"), Lion Petroleum (K) Limited and 0906354 B.C. Ltd**.,** the Undersigned will acquire and hold common shares of the Issuer, as specified in Schedule A attached hereto; and

B. In concurrence with the exchange of common shares of Lion pursuant to the Amalgamation Agreement, the Undersigned has agreed to pool the common shares of the Issuer (the "**Pooling Shares**") that it receives on such exchange, based upon and subject to the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and in consideration of the sum of one dollar ($1.00) now paid by the parties hereto, each to the other, (the receipt whereof is hereby acknowledged) and in further consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. In this Agreement:

   (a) "**Agreement**" means this voluntary pooling agreement and any schedules or other documents attached hereto, as it may from time to time be supplemented or amended;

(b) "**Closing Date**" will mean the date under which the contemplated transactions underlying the Amalgamation Agreement have been consummated in accordance with the terms of the Amalgamation Agreement;

(c) "**Exchange**" means the TSX Venture Exchange;

(d) "**Pooling Shares**" has the meaning set forth in Recital B to this Agreement; and

(e) "**Regulators**" means the Exchange and the securities commissions or other securities regulatory authorities of each of the provinces of British Columbia and Alberta.

2. The parties acknowledge that the Pooling Shares are not being pooled in the manner set forth herein pursuant to a requirement of any Regulators or the Exchange.

3. The Undersigned hereby severally agree each with the other and with the Trustee that they will respectively deliver or cause to be delivered to the Trustee, certificates for such number of the Pooling Shares as is specified opposite their respective names in Appendix "A" hereto, which Pooling Shares are to be held by the Trustee and released, subject to this Section 3, proportionately to the Undersigned in accordance with their holdings of such Pooling Shares on the following basis:

(a) 25% of the Pooling Shares on the Closing Date;

(b) 25% of the Pooling Shares on the first Business Day of the first quarter following the Closing Date;

(c) 25% of the Pooling Shares on the first Business Day of the second quarter following the Closing Date; and

(d) 25% of the Pooling Shares on the first Business Day of the third quarter following the Closing Date.

4. Each of the Undersigned will be entitled from time to time to a letter or receipt from the Trustee stating the number of Pooling Shares represented by certificates held for him by the Trustee subject to the terms of this Agreement, but such letter or receipt will not be assignable.

5. The Undersigned will not sell, deal in, assign, transfer in any manner whatsoever, or agree to sell, deal in, assign or transfer in any manner whatsoever, any of their respective Pooling Shares or beneficial ownership of or any interest in their respective Pooling Shares and the Trustee will not accept or acknowledge any transfer, assignment, declaration of trust or any other document evidencing a change in legal and beneficial ownership of or interest in the Pooling Shares, except as may be required by reason of the death or bankruptcy of any one or more of the Undersigned, in which case the Trustee will hold the certificates for the Pooling Shares of such Undersigned subject to this Agreement for whatever person or persons, firm or corporation may thus become legally entitled thereto.

6. If, during the period in which any of the Pooling Shares are retained in trust pursuant hereto, any dividend other than a dividend paid in common shares of the Issuer is received by the Trustee in respect of the Pooling Shares, such dividend will be paid or transferred forthwith to the Undersigned entitled thereto. Any common shares of the Issuer received by way of dividend in respect of the Pooling Shares will be dealt with as if they were shares hereunder.

7. In exercising the rights, duties and obligations prescribed or confirmed by this Agreement, the Trustee will act honestly and in good faith and will exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

8. The Undersigned and the Issuer agree from time to time and at all times hereafter well and truly to save, defend and keep harmless and fully indemnify the Trustee, its successors and assigns from and against all loss, costs, charges, suits, demands, claims, damages and expenses which the Trustee, its successors or assigns may at any time or times hereafter bear, sustain, suffer or be put unto for or by reason or on account of its acting pursuant to this Agreement or anything in any manner relating thereto or by reason of the Trustee's compliance in good faith with the terms hereof.

9. In case proceedings should hereafter be taken in any court respecting the Pooling Shares, the Trustee will not be obliged to defend any such action or submit its rights to the court until it has been indemnified by other good and sufficient security in addition to the indemnity given in Section 8 against its costs of such proceedings.

10. The Trustee will have no responsibility in respect of loss of the certificates representing the Pooling Shares except the duty to exercise such care in the safekeeping thereof as it would exercise if the Pooling Shares belonged to the Trustee. The Trustee may act on the advice of counsel but will not be responsible for acting or failing to act on the advice of counsel.

11. In the event that the Pooling Shares are attached, garnished or levied upon under any court order, or if the delivery of such property is stayed or enjoined by any court order or if any court Order, judgment or decree is made or entered affecting such property or affecting any act by the Trustee, the Trustee will obey and comply with all writs, Orders, judgments or decrees so entered or issued, whether with or without jurisdiction, notwithstanding any provision of this Agreement to the contrary. If the Trustee obeys and complies with any such writs, Orders, judgments or decrees, it will not be liable to any of the parties hereto or to any other person, form or corporation by reason of such compliance, notwithstanding that such writs, Orders, judgments or decrees may be subsequently reversed, modified, annulled, set aside or vacated.

12. Except as herein otherwise provided, the Trustee is authorized and directed to disregard any and all notices and warnings which may be given to it by any of the parties hereto or by any other person, firm, association or corporation. It will, however, obey the Order, judgment or decree of any court of competent jurisdiction, and it is hereby authorized to comply with and obey such Orders, judgments or decrees and in case of such compliance, it will not be liable by reason thereof to any of the parties hereto or to any other person, firm, association or corporation, even if thereafter any such Order, judgment or decree may be reversed, modified, annulled, set aside or vacated.

13. If the Trustee receives any valid court order contrary to the instructions contained in this Agreement, the Trustee may continue to hold the Pooling Shares until the lawful determination of the issue between the parties hereto.

14. If written notice of protest is made by any of the Undersigned and/or the Issuer to the Trustee to any action contemplated by the Trustee under this Agreement, and such notice sets out reasons for such protest, the Trustee may, at its sole discretion, continue to hold the Pooling Shares until the right to the documents is legally determined by a court of competent jurisdiction or otherwise.

15. The Trustee may resign as Trustee by giving not less than five days' notice thereof to the Undersigned and the Issuer. The Undersigned and the Issuer may terminate the Trustee by giving not less than five (5) days' notice to the Trustee. The resignation or termination of the Trustee will be effective and the Trustee will cease to be bound by this Agreement on the date that is five (5) days after the date of receipt of the termination notice given hereunder or on such other date as the Trustee, the Undersigned and the Issuer may agree upon. All indemnities granted to the Trustee herein will survive the termination of this Agreement or the termination or resignation of the Trustee. In the event of termination or resignation of the Trustee for any reason, the Trustee will, within that five (5) days' notice period deliver the Pooling Shares to the new trustee to be named by the Undersigned and the Issuer.

16. Notwithstanding anything to the contrary contained herein, in the event of any dispute arising between any of the Undersigned and/or the Issuer, this Agreement or any matters arising thereto, the Trustee may, in its sole discretion, deliver and interplead the Pooling Shares into court and such delivery and interpleading will be an effective discharge to the Trustee.

17. The Issuer will pay all of the compensation of the Trustee and will reimburse the Trustee for any and all reasonable expenses, disbursements and advances made by the Trustee in the performance of its duties hereunder, including reasonable fees, expenses and disbursements incurred by its counsel.

18. This Agreement will enure to the benefit of and be binding upon the parties hereto and each of their heirs, executors, administrators, successors and permitted assigns.

19. This Agreement may be executed in several parts in the same form and such part as so executed will together constitute one original agreement, and such parts, if more than one, will be read together and construed as if all the signing parties hereto had executed one copy of this Agreement.

20. The parties hereto agree that in consideration of the Trustee agreeing to act as Trustee as aforesaid, the Undersigned do hereby covenant and agree from time to time and at all times hereafter well and truly to save, defend, and keep harmless and fully indemnify the Trustee, its successors and assigns, from and against all loss, costs, charges, damages and expenses which the Trustee, its successors or assigns, may at any time or times hereafter bear, sustain, suffer or be put to for or by reason or on account of its acting as Trustee pursuant to this Agreement.

21. This Agreement will be governed by and construed in accordance with the law of British Columbia.

22. It is further agreed by and between the parties hereto and, without restricting the foregoing indemnity, that in case proceedings should hereafter be taken in any Court respecting the shares hereby pooled, the Trustee will not be obliged to defend any such action or submit its rights to the Court until it will have been indemnified by other good and sufficient security in addition to the indemnity hereinbefore given against costs of such proceedings.

IN WITNESS WHEREOF the Undersigned, the Issuer and the Trustee have executed the presents as and from the day and year first above written.

CLARK WILSON LLP

Per: ____________________________________
Authorized Signatory

GOLD JUBILEE CAPITAL CORP.

Per: ____________________________________
Authorized Signatory

SCHEDULE "A"

LIST OF SHAREHOLDERS

♦[To be added upon determination of shareholders that agree to voluntarily pool]