# PURCHASE AGREEMENT

**THIS AGREEMENT dated effective May 22, 2013 made**

**BETWEEN**:

**GOLD JUBILEE CAPITAL CORP.,** of Suite 1206, 588 Broughton Street, Vancouver, B.C. V6G 3E3

(the "Purchaser")

**OF THE FIRST PART**

**AND:**

**DUSTIN PERRY** of 14-7450 Prospect St. Pemberton BC V0N 2L1

(the "Vendor")

**OF THE SECOND PART**

**WHEREAS:**

A. The Vendor warrants and represents that it is the legal and beneficial owner of the mineral claims known collectively as the Pyramid Copper Property located in northern British Columbia. The property is more particularly described in Schedule "A" attached hereto (collectively, the "Mineral Claims").

B. The Vendor has agreed to sell and transfer 100% of the right, title and interest in and to the Mineral Claims pursuant to the terms hereinafter set forth free and clear of any and all claims of whatsoever nature and kind.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **Purchase and Sale**

1.1 The Vendor hereby sells, assigns, transfers and sets over unto the Purchaser for its own use absolutely an undivided 100% interest in and to the Mineral Claims in consideration for **$12,900** payable upon execution of this Agreement and **500,000 shares** of the capital stock of the Purchaser (collectively, the "Purchase Price") payable upon acceptance for filing of this Agreement by the TSX Venture Exchange. The 500,000 shares shall be subject to a 4 month resale restriction pursuant to applicable securities legislation.

1.2 The parties agree that once the Purchaser has fulfilled all its obligations (referred to in paragraph 1.1 herein), the Purchaser will become the owner of the Mineral Claims free and clear of any and all claims of whatsoever nature and kind.

2. **Vendor's Representations, Warranties and Covenants**

2.1 The Vendor represents, warrants and covenants that:

(a) he is the owner of an undivided 100% legal and beneficial interest in and to the Mineral Claims, specifically that Vendor's beneficial interest in the Mineral Claims;

(b) the Mineral Claims are free and clear of any encumbrances, liens or charges and neither the Vendor nor any of his predecessors in interest or title have done anything whereby the Mineral Claims may be encumbered;

(c) the Mineral Claims are in good standing under all applicable laws and regulations and all assessment work required has been performed and filed and all taxes have been paid;

(d) to the best of the information and belief of the Vendor, the Mineral Claims have been properly located and staked and recorded in compliance with the laws of the jurisdiction in which they are situated, and that there are no disputes over title to the Mineral Claims;

(e) he has the right to enter into this Agreement and to dispose of 100% of their legal and beneficial right, title and interest in and to the Mineral Claims to the Purchaser;

(f) he has delivered to or made available for inspection by the Purchaser all existing data in its possession or control, and true and correct copies of all leases or other contracts, relating to the Mineral Claims;

(g) to the best of the Vendor's information and knowledge, there are no pending or threatened actions, suits, claims or proceedings and there have been no previous transactions affecting his interest in the Mineral Claims which have not been for fair consideration;

(h) except as to matters otherwise disclosed herein, to the best of the Vendor's information and knowledge,

  (i) the conditions existing on or with respect to the Mineral Claims are not in violation of any laws (including without limitation any environmental laws), nor causing or permitting any damage or impairment to the health, safety, or enjoyment of any person at or on the Mineral Claims or in the general vicinity of the Mineral Claims;

  (ii) there have been no past violations by it or by any of its predecessors in title of any environmental laws or other laws affecting or pertaining to the Mineral Claims, nor any past creation of damage or threatened damage to the air, soil, surface waters, groundwater, flora, fauna, or other natural resources on, about or in the general vicinity of the Mineral Claims ("Environmental Damage"); and

  (iii) the Vendor has not received inquiry from or notice of a pending investigation from any governmental agency or of any administrative or judicial proceeding concerning the violation of any laws;

(i) he will not breach any other agreement or arrangement by entering into or performing this Agreement or disposing of the Mineral Claims;

(j) he is not subject to any governmental order, judgment, decree, debarment, sanction or laws that would preclude the permitting or implementation of mining operations under this Agreement;

(k) upon the payment of the Purchase Price, the Vendor shall execute or cause to be executed a Bill of Sale or such other documents as the Purchaser may reasonable require transferring 100% of their right, title and interest in and to the Mineral Claims to the Purchaser, which the Purchaser shall be at liberty to record forthwith; and

(l) to the knowledge of the Vendor there are no outstanding agreements or options to acquire or purchase the

Mineral Claims or any portion thereof or interest therein and no person as any royalty or interest whatsoever in production or profits from the Mineral Claims or any portion thereof.

2.2 The representations and warranties in paragraph 2.1 shall apply to all assignments, conveyances, transfers and documents delivered in connection with this Agreement and there shall be no merger of any representations and warranties in such assignments, conveyances, transfers and documents notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived. The Purchaser shall have the right to waive any representation and warranty made by the Vendor in the Purchaser's favour without prejudice to any of its recourses with respect to any other breach by the Vendor. All of the representations and warranties contained in this Agreement shall survive the closing of this transaction.

## 3 Purchaser's Representations, Warranties and Covenants

3.1 The Purchaser represents, warrants and covenants that it has the right to enter into this Agreement.

## 4. General Provisions

4.1 Each of the parties hereby covenants and agrees that at any time upon the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required for the better carrying out and performance of all the terms of this Agreement.

4.2 The representations, warranties and covenants in this Agreement will survive any closing or advance of funds and, notwithstanding such closing or advances, will continue in full force and effect.

4.3 Any notice required or permitted to be given or delivery required to be made to any party may be effectively given or delivered if it is delivered personally, e-mail or by fax at the addresses or telephone numbers set out above or to such other address or telephone number as the party entitled to or receiving such notice may notify the other party as provided for herein. Delivery shall be deemed to have been received

(iv) the same day if given by personal service, e-mail or if transmitted by fax; and

(v) the fifth business day next following the day of posting if sent by regular post.

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

4.5 This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective heirs and executors and successors and assigns as the case may be. This Agreement may not be assigned without the prior written consent of the other party.

4.6 This Agreement constitutes the entire agreement between the parties and supersedes all prior letters of intent, agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied. The recitals and any schedules form a part of and are incorporated by reference into this Agreement.

4.7 No modification or amendment to this Agreement may be made unless agreed to by the parties thereto in writing.

4.8 In the event any provision of this Agreement will be deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions will remain in full force and effect.

4.9 Time is of the essence

4.10 This Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement had signed the same document and all counterparts will be construed together and will constitute one and the same instrument and any facsimile signature shall be taken as an original

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written

**GOLD JUBILEE CAPITAL CORP.**

*"Jurgen Wolf"*

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Per: Authorized Signatory

*"Dustin Perry"*

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**DUSTIN PERRY**

**SCHEDULE "A"**

The Pyramid Copper Project comprises 19 mineral tenure claims described by the following mineral tenure numbers and the BC Mineral Titles Online map below:

| | | |
|---|---|---|
| 1019353 | 1019354 | 1019356 |
| 1019357 | 1019358 | 1019359 |
| 1019360 | 1019361 | 1019362 |
| 1019363 | 1019364 | 1019365 |
| 1019366 | 1019367 | 1019368 |
| 1019369 | 1019370 | 1019371 |
| 1019372 | | |