Execution Version

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective as of August 19, 2015 (the "**Effective Date**").

AMONG:

COLUMBUS EXPLORATION CORPORATION, a corporation existing under the laws of the Province of British Columbia having an office at 1090 Hamilton Street, Vancouver, British Columbia, V6B 2R9

("**CLX**")

AND:

AGRICOLA NUOVA TERRA GUATEMALA, S.A., a corporation existing under the laws of Guatemala, having an office at Dirección: 21 Ave. B 0-40 Zona 15 Vista Hermosa II, CIUDAD DE GUATEMALA, GUATEMALA, Nit: 7608270-9

("**Agricola**")

AND:

GRUPO TIERRA NUEVA, LLC, a corporation existing under the laws of the State of Florida, having a business address at 304 Palermo Avenue, Coral Gables, Florida, USA 33134;

LEGACY & ASSET MANAGEMENT, INC., a corporation existing under the laws of Panama, having a business address at Panama, Ciudad de Panama, Obarrio, Calle 50 con Calle 53 Oeste, edificio HiTEch plaza, oficina 4a;

MULTATULLI SUSTAINABLE MERCHANTS, LLC, a corporation existing under the laws of the State of Florida, having a business address at 785 Crandon Blvd. #1005, Key Biscayne, Florida, USA 33149;

NAETTURLAND, INC., a corporation existing under the laws of the Country of Panama, having a business address at 4ta Calle Pta. #9, Angigua, Guatemala;

OMEGA S.A, a corporation existing under the laws of Guatemala, having a business address at Dirección: 5a Avenida Torre Profesional, oficinas 306, 4-80 zona 1, Mazatenango, Suchitepequez, GUATEMALA, NIT: 1979112-7; and

STUYVESANT ET COMPAGNIE, INC., a corporation existing under the laws of the Country of Panama, having a business address at Steenweg op, Antwerpen 766, Turnhout 2300, Belgium

(collectively, the "**Agricola Shareholders**")

WHEREAS:

A. The Agricola Shareholders are collectively the legal and beneficial owners of all of the issued and outstanding common shares in the capital of Agricola (the "**Agricola Shares**");

B. CLX has agreed to purchase up to all of the outstanding Agricola Shares (the "**Acquisition**") on the terms and conditions set forth in this Agreement; and

C. The Agricola Shareholders have agreed to the Acquisition.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

1. Definitions and Schedules

1.1 Definitions:

(a) "**Acquisition**" has the meaning assigned to that term in Recital B;

(b) "**Agreement**" means this agreement and any Schedules attached hereto;

(c) "**Agricola**" means Agricola Nuova Terra Guatemala, S.A.;

(d) "**Agricola Approvals**" means all necessary approvals and consents required to be obtained by Agricola in connection with the transactions contemplated by this Agreement;

(e) "**Agricola Financial Statements**" means the audited consolidated balance sheets, statements of income, retained earnings and cash flows of Agricola for the fiscal year ended December 31, 2014, and the unaudited interim financial statements for the three month period ended March 31, 2015, prepared in accordance with international financial reporting standards;

(f) "**Agricola Investigation**" has the meaning assigned to that term in Section 6.1(a);

(g) "**Agricola Nominee**" has the meaning assigned to that term in Section 7.3;

(h) "**Agricola Representatives**" has the meaning assigned to that term in Section 6.1(a);

(i) "**Agricola Shareholders**" means the shareholders of all of the Agricola Shares, as set out in Schedule A;

(j) "**Agricola Shares**" has the meaning assigned to that term in Recital A;

(k) "**Agricola Subsidiaries**" means the wholly owned Subsidiaries as set out in Schedule D;

(l) "**Applicable Laws**" means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any governmental authority, regulatory body or stock exchange having jurisdiction over the transactions contemplated hereby;

(m) "**Assets**" means all properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description, which are belonging to or usually or ordinarily used in the Business, as a going concern, or to which Agricola is entitled in connection with the Business, including without limitation:

(i) the Books and Records;

(ii) the Material Contracts;

(iii) the Goodwill;

(iv) the Intangible Property; and

(v) the Owned Equipment;

(n) "**Assumed Omega Debt**" means that portion of the Omega Debt in the amount of US$242,844 to be assumed by CLX on Closing as set out in Section 2.2(c);

(o) "**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended from time to time;

(p) "**Board Requirement**" has the meaning assigned to that term in Section 4.1;

(q) "**Books and Records**" means all books, records, files, documents and other written information relating to the Business or Agricola, including without limitation the following:

(i) lists of customers, service providers and suppliers (past, present and potential)

(ii) price lists;

(iii) records with respect to costs, prepaids, deposits and equipment;

(iv) advertising matter, correspondence, mailing lists, photographs, sales materials and records, purchasing materials and records;

(v) sales order and purchase order files;

(vi) correspondence files (including correspondence relating to discounts, rebates, deposits, tax credits, future commitments, standards of any relevant Governmental Authority, social service taxes, goods and services taxes, and claims or complaints by customers or clients); and

(vii) other records used in or required to continue the Business as heretofore and presently being conducted by Agricola;

(r) "**Bridge Loan**" means, subject to the approval from the TSX-V, that certain loan that CLX may grant to Agricola for up to US$300,000;

(s) "**Business**" means the business of **producing, packaging, marketing and distributing organic and conventional produce**;

(t) “**CGT**” has the meaning assigned to that term in Section 7.2(e);

(u) “**Closing**” or “**Closed**” has the meaning assigned to that term in Section 11.1;

(v) “**Closing Date**” has the meaning assigned to that term in Section 11.1;

(w) “**CLX Approvals**” means all necessary approvals and consents required to be obtained by CLX in connection with the transactions contemplated by this Agreement;

(x) “**CLX Common Shares**” means common shares in the capital of CLX;

(y) “**CLX Disclosure Documents**” has the meaning assigned to that term in paragraph 9 of Schedule F;

(z) “**CLX Financial Statements**” has the meaning assigned to that term in paragraph 16 of Schedule F;

(aa) “**CLX Investigation**” has the meaning assigned to that term in Section 6.2(a);

(bb) “**CLX Payment Shares**” means 46,228,882 CLX Common Shares to be issued to the Agricola Shareholders, or to any designate(s) of the Agricola Shareholders, under the terms and conditions of this Agreement;

(cc) “**CLX’s Representatives**” has the meaning assigned to that term in Section 6.2(a);

(dd) “**CLX Resignations**” has the meaning assigned to that term in Section 4.2;

(ee) “**Communication**” has the meaning assigned to that term in Section 16.8;

(ff) “**Debt Assumption**” has the meaning assigned to that term in Section 2.2(c);

(gg) “**Debt Assumption Agreement**” has the meaning assigned to that term in Section 11.3(a)(vi);

(hh) “**Drop Dead Date**” means September 30, 2015, or such other date as the parties may mutually approve in writing;

(ii) “**Effective Date**” has the meaning ascribed to that term on the first page hereof;

(jj) “**Employment Agreements**” has the meaning ascribed to that term in Section 4.3;

(kk) “**Encumbrances**” means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, liabilities, demands and equities of any nature, including without limitation, any liability for accrued but unpaid taxes;

(ll) “**Escrow Agreement**” has the meaning assigned to that term in Section 2.3;

(mm) “**Escrow Requirement**” has the meaning assigned to that term in Section 2.4;

(nn) “**Escrow Shares**” has the meaning assigned to that term in Section 2.3;

(oo) “**Exchange**” or “**TSX-V**” means the TSX Venture Exchange;

(pp) “**Exemptions**” has the meaning ascribed thereto in Section 2.6(a);

(qq) “**Filing Statement**” means the filing statement prepared in connection with the Acquisition, or such other prospectus-level disclosure document as is required or permitted by the Exchange to be filed in connection with the Acquisition;

(rr) “**Financing**” means the equity financing to be completed prior to or in connection with the Closing, to raise aggregate gross proceeds of a minimum of $1,300,000 by the issuance of common shares in the capital of CLX pursuant to an exempt distribution in accordance with the policies of the Exchange and applicable Securities Laws;

(ss) “**Goodwill**” means the goodwill of Agricola including, without limitation, all customer lists, documents, records, correspondence and other information related to the Business;

(tt) “**Government Authority**” means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the Exchange and the applicable Securities Commissions;

(uu) “**Intangible Property**” means all right, title and interest of Agricola in and to all registered and unregistered trademarks, trade or brand names, copyrights, designs, inventions, patents, software, licenses, distribution agreements, authorities, restrictive covenants, and other rights used in connection with the Business;

(vv) “**ITA**” means the *Income Tax Act* (Canada);

(ww) “**Listing**” has the meaning assigned to that term in paragraph 4 of Schedule F;

(xx) “**Material Contracts**” means contracts, agreements and other material documents of a Person of any kind whatsoever including, without limitation, lease agreements, license agreements, assignment agreements, operating agreements, joint venture agreements, acquisition and disposition agreements, employment agreements, shareholder or voting agreements, share purchase or sale agreements, bank and financial institution loans, promissory notes, debenture, general security, subordination and priority agreements that are material to such Person’s business;

(yy) “**McMillan**” means McMillan LLP, legal counsel to CLX;

(zz) “**MOU**” means the memorandum of understanding made effective April 20, 2015 and entered into between CLX, Agricola and Omega S.A. with respect to the Acquisition;

(aaa) “**Name Change**” has the meaning assigned to that term in Section 5.2;

(bbb) “**Office Services Agreement**” has the meaning assigned to that term in Section 7.2(e);

(ccc) “**Omega Debt**” means US$722,000 in debt obligations, as of the date hereof, of Agricola that are owed to Omega S.A.;

(ddd) “**Owned Equipment**” means all equipment, computer equipment, production equipment, office equipment, furniture, furnishings and tools of any kind owned by Agricola and used or held for use in connection with the Business and any warranties of manufacturers and maintenance in relation to the foregoing, a complete and accurate list of which is attached as Schedule L;

(eee) “**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or association, or a governmental entity (or any department, agency, or political subdivision thereof);

(fff) “**Personal Information**” has the meaning assigned to that term in Section 15.3;

(ggg) “**Purchase Price**” has the meaning assigned to that term in Section 2.1;

(hhh) “**Regulatory Approval**” means all approvals, consents, waivers, permits, orders or exemptions from any Government Authority having jurisdiction or authority over any party hereto which are required to be obtained in order to permit the Acquisition to be effected, including, without limitation, approval of the Exchange and the applicable Securities Commissions;

(iii) “**Representative**” has the meaning assigned to that term in Section 13.1;

(jjj) “**Securities Act**” means the *British Columbia Securities Act*, R.S.B.C. 1996, c.418, as amended and the current rules and regulations thereunder, and the blanket rulings, orders and instruments issued by the British Columbia Securities Commission;

(kkk) “**Security**” or “**Securities**” means any shares, ownership interests, stock options, stock option plans, employee share ownership plans, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” as that term is defined in the Securities Act;

(lll) “**Securities Commissions**” means collectively the British Columbia Securities Commission and such other commissions as may hold jurisdiction over the transactions contemplated herein;

(mmm) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;

(nnn) “**Subsidiary**” means a subsidiary within the meaning of Section 2(2) of the BCBCA and “**Subsidiaries**” means more than one Subsidiary;

(ooo) “**Tax**” or “**Taxes**” means all taxes and other governmental charges of any kind whatsoever including without limitation, all federal, state, municipal or other governmental imposed income tax, capital tax, capital gains tax, transfer tax, value-added tax, sales tax, social services, health, payroll and employment taxes, duty, customs, or import duties and any penalty charges or interest in respect of the forgoing;

(ppp) “**Third Party**” means any partnership, corporation, trust, unincorporated organization, union, government, governmental department or agency, individual or any heir, executor, administrator or other legal representative of an individual other than a party to this Agreement; and

(qqq) “**Time of Closing**” has the meaning assigned to that term in Section 11.1.

1.2 Schedules:

The following schedules are attached to and form part of this Agreement:

Schedule	**Title**
A	Agricola Authorized and Issued Securities
B	CLX Authorized and Issued Securities
C	Licenses
D	Subsidiaries
E	Representations and Warranties of Agricola and the Agricola Shareholders
F	Representations and Warranties of CLX
G	Representations and Warranties of the Agricola Shareholders
H	[Not used]
I	CLX Material Contracts
J	Agricola Financial Statements
K	Agricola Intangible Property
L	Owned Equipment
N	Employment Agreements
O	List of Encumbrances
P	Litigation
Q	Insurance Policies
R	List of Employees

2. Purchase and Sale

2.1 Subject to the terms and conditions of this Agreement, each of the Agricola Shareholders agrees to sell all of its ownership interest in and to the Agricola Shares, as described in Schedule A, to CLX, free and clear of all Encumbrances except the Assumed Omega Debt, and CLX agrees to purchase all of the Agricola Shares from the Agricola Shareholders for an aggregate purchase price of $9,861,693.03 (the "**Purchase Price**").

2.2 The Purchase Price shall be satisfied by:

(a) CLX issuing to the Agricola Shareholders, or their designate(s), the CLX Payment Shares at a deemed price of $0.20 per share on Closing as more particularly set out in Schedule B;

(b) CLX paying to the Agricola Shareholders, or their designate(s), an aggregate cash payment of US$225,000 (the "**Cash Payment**") and

(c) CLX assuming the Assumed Omega Debt (the "**Debt Assumption**"), and the Parties agree that interest on the Assumed Omega Debt shall accrue at a rate of 8.5% per annum from the date hereof.

The Parties acknowledge and agree that the fair market value of the CLX Payment Shares issued to the Agricola Shareholders in exchange for the Agricola Shares, together with the value of the Cash Payment and the Debt Assumption, will be equal to the fair market value of the Agricola Shares surrendered in exchange therefor, and such CLX Payment Shares, Cash Payment and Debt Assumption represent the sole consideration received by the Agricola Shareholders in exchange for the Agricola Shares.

2.3 Any CLX Payment Shares received by a "Principal", as defined in the Exchange Policy 1.1 ("**Escrow Shares**") will be subject to escrow conditions prescribed by the Exchange pursuant to the terms of an agreement (the "**Escrow Agreement**") to be entered into among CLX, the holders of Escrow Shares and Computershare Trust Company of Canada, or such other Escrow Agent as the CLX and Agricola may agree upon.

2.4 The Agricola Shareholders acknowledge and agree that the CLX Payment Shares will be subject to escrow under the rules and policies imposed by the Exchange, and also subject to escrow terms and conditions to be agreed to with CLX, with such CLX Payment Shares to be held in escrow and to be released to the Agricola Shareholders or their designated nominees in stages based on the passage of time (the "**Escrow Requirement**"). The Agricola Shareholders further acknowledge and agree that they or their designated nominees will abide by whatever Escrow Requirement is imposed by the Exchange and required by CLX, and prior to the Closing Date will (i) enter into the form of escrow agreement required by the Exchange and (ii) deposit in escrow their respective Escrow Shares.

2.5 CLX does not assume and shall not be liable for any taxes under the ITA or any other taxes whatsoever which may be or become payable by the Agricola Shareholders including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by the Agricola Shareholders to CLX of the Agricola Shares herein contemplated, and the Agricola Shareholders shall indemnify and save harmless CLX from and against all such taxes.

2.6 The Agricola Shareholders hereby acknowledge and agree with CLX as follows:

(a) the transfer of the Agricola Shares and the issuance of the CLX Payment Shares in exchange therefor will be made pursuant to appropriate exemptions (the "**Exemptions**") from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Securities Laws;

(b) as a consequence of acquiring the CLX Payment Shares pursuant to the Exemptions:

(i) the Agricola Shareholders will be restricted from using certain of the civil remedies available under the Securities Laws;

(ii) the Agricola Shareholders may not receive information that might otherwise be required to be provided to the Agricola Shareholders, and CLX is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by CLX;

(iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the CLX Payment Shares;

(iv) there is no government or other insurance covering the CLX Payment Shares; and

(v) an investment in the CLX Payment Shares is speculative and of high risk;

(c) the certificates representing the CLX Payment Shares will bear such legends as required by Securities Laws and the policies of the Exchange and it is the responsibility of the Agricola Shareholders to find out what those restrictions are and to comply with them before selling the CLX Payment Shares;

(d) the Agricola Shareholders are knowledgeable of, or have been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the Agricola Shares and the issuance of the CLX Payment Shares and which may impose restrictions on the resale of such CLX Payment Shares in that jurisdiction and it is the responsibility of the Agricola Shareholders to find out what those resale restrictions are, and to comply with them before selling the CLX Payment Shares; and

(e) in addition to any escrow requirements mandated by the Exchange, and without in any way limiting the generality of the foregoing, the Securities Act provides that the Agricola Shareholders must hold and may not sell, transfer or in any manner dispose of the CLX Payment Shares until four months and one day after the date of issue of the CLX Payment Shares unless the disposition is made in compliance with the Securities Act.

3. Concurrent Financing

3.1 The parties acknowledge and agree that CLX will arrange for the Financing. The Financing will be completed by way of the issuance by CLX of common shares in the capital of CLX at a price of $0.20 per common share.

3.2 The Financing shall close on or before the Closing and will be for gross proceeds of a minimum of $1,300,000.

3.3 Agricola, the Agricola Shareholders and CLX shall cooperate to provide the agent for the Financing (if any), and their respective legal counsel and professional advisors with all documents, information and commercially reasonable assistance required to prepare the necessary private placement offering documents and conduct the necessary marketing and due diligence for the Financing.

4. Director Appointments

4.1 Immediately following Closing, provided such persons meet all necessary legal and regulatory requirements and are willing and able to act in the positions shown below, the directors of CLX shall consist of the following four persons (the "**Board Requirement**"), the first three of whom are the existing directors and nominees of CLX, and the last person who is a nominee of Agricola, and CLX shall take all necessary steps to obtain the necessary consent of the nominee of CLX to be appointed to the Board of Directors effective immediately following Closing:

Peter Gianulis	Director
Jeff Klenda	Director
Robert Giustra	Director
Arturo Bickford	Director (Agricola nominee)

Agricola shall have the right to nominate up to an additional two members to the Board of Directors within the first year after the Closing Date. CLX and the Agricola Shareholders each agree to vote their respective shares for the above-listed nominees. CLX shall have negotiated with an insurance company to obtain Director and Officer Insurance, the cost of which will be paid by the public company.

4.2 At the Closing, CLX shall deliver resignations (the "**CLX Resignations**") of those directors and officers of CLX who are either not continuing with CLX or are continuing in a different capacity or role, such resignations to include waivers in respect of any liabilities of CLX to them in a form acceptable to Agricola, acting reasonably.

4.3 At the Closing, CLX will enter into employment and non-competition agreements with Marcus Meurs, Peter Gianulis and Arturo Bickford in relation to their positions as Head of Distribution, President and Chief Executive Officer, and Chief Operating Officer of CLX, respectively (together, the "**Employment Agreements**"). The Employment Agreement for Peter Gianulis will include a provision that he shall not act as an officer or general manager of any other publicly-traded entity during the term of his Employment Agreement without the written consent of CLX, with the exception that Mr. Gianulis will be permitted to act as an officer or general manager of EnerGulf Resources Inc. for a limited period not extending past the date that is six months after the closing date of the proposed business combination of Columbus Copper Corporation and EnerGulf Resources Inc.

5. Other Terms and Conditions

5.1 Subject to the receipt of all Regulatory Approvals, CLX agrees to provide the Bridge Loan to Agricola to fund working capital needs up to August 31, 2015, and the terms of the Bridge Loan will be set out in a separate agreement (the "**Bridge Loan Agreement**") to be executed upon receipt of all necessary Regulatory Approvals.

5.2 CLX agrees to take all necessary steps to change its name to "Organto Corp." or such other name as Agricola and CLX may mutually agree and which is acceptable to the Exchange and the registrar of companies for British Columbia (the "**Name Change**") to be effective on the Closing Date.

5.3 CLX agrees to take all necessary steps such that options granted to Peter Gianulis on December 19, 2013 by CLX to purchase a total of 112,500 CLX Common Shares are, on or before the Closing Date, exercised by Mr. Gianulis or cancelled with the agreement of Mr. Gianulis.

5.4 Agricola acknowledges and agrees that prior to Closing, CLX will or may issue CLX Common Shares for the exercise of the following incentive stock options held by current directors of CLX:

(a) 112,500 CLX Common Shares will be issued pursuant to Section 5.3;

(b) 100,000 CLX Common Shares may be issued pursuant to the exercise by Peter Gianulis, in his sole discretion, of all of his existing option holdings enumerated in Section 6.1(f)(i); and

(c) 100,000 CLX Common Shares may be issued pursuant to the exercise by Jeff Klenda, in his sole discretion, of all of his existing option holdings enumerated in Section 6.1(f)(i).

5.5 The Board of Directors of CLX shall have approved the Acquisition and shall be authorized to enter into this Definitive Agreement prior to execution of this Agreement.

5.6 The Board of Directors of Agricola shall have approved the Acquisition and shall be authorized to enter into this Definitive Agreement prior to execution of this Agreement.

5.7 The Shareholders of CLX shall have approved the Acquisition and related transactions prior to execution of this Agreement.

5.8 The Shareholder of Agricola shall have approved the Acquisition and related transactions prior to the execution of this Agreement.

5.9 Each of CLX and Agricola shall have completed their respective due diligence reviews.

6. Covenants, Agreements and Acknowledgements

6.1 CLX covenants and agrees with Agricola that from and including the Effective Date through to and including the Closing Date it shall:

(a) permit Agricola, through its directors, officers, employees and authorized agents and representatives (collectively the "**Agricola Representatives**") at Agricola's own cost, full access during normal business hours to CLX's books, records and property including, without limitation, all of the assets, material contracts and minute books of CLX, and any information relating to CLX's directors or officers, so as to permit Agricola to make such investigation (the "**Agricola Investigation**") of CLX as Agricola deems necessary;

(b) use its reasonable commercial efforts to complete the CLX Investigation (as such term is defined in Section 6.2(a)) within 30 days of the date that the CLX Representatives (as such term is defined in Section 6.2(a)) receive all required due diligence materials in order to complete the CLX Investigation;

(c) with the cooperation of Agricola and the Agricola Shareholders, use commercially reasonable efforts to obtain Regulatory Approval for this Agreement and the transactions contemplated hereunder as soon as reasonably possible following receipt of any materials required from Agricola pursuant to Section 6.2(a), which efforts will include, among other things:

(i) producing and filing with the Exchange and applicable Securities Commissions, the Filing Statement or such other form as is required or permitted by the Exchange in respect of the Acquisition, with the assistance of Agricola;

(ii) producing and filing with the Exchange and the applicable Securities Commissions the filings for the Financing in the form required by applicable Securities Law along with producing the applicable closing documents for the Financing;

(iii) obtaining the Exchange's acceptance of the Financing; and

(iv) obtaining the approval of the applicable Securities Commission for the Financing, if required;

and the parties acknowledge and agree that CLX will be responsible for the costs associated with the items enumerated in paragraph 6.1(c);

(d) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of the representations and warranties of CLX remain true and correct and not do any such act or thing that would render any representation or warranty of CLX untrue or incorrect;

(e) preserve and protect the Listing;

(f) not solicit or negotiate with any other Person in respect of any offer to buy, or offer to agree to sell, or sell or issue, any of its assets or unissued shares in its capital or any interest therein or any other securities, and shall not merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity other than: (i) Agricola, (ii) in connection with the Financing, (iii) subject to Section 5.3 and Section 5.4 hereof, common shares issued pursuant to the exercise of incentive stock options granted prior to April 20, 2015, as enumerated in the two tables below as "Existing Options", and (iv) up to 4,700,000 options to purchase CLX Common Shares to be granted by CLX prior to the Closing Date or concurrently with Closing as follows:

(i) an aggregate of 4,000,000 such options to be issued to the directors on the reconstituted board of CLX and other interested persons on Closing as follows:

Director Nominee	**Existing Options**	**New Grant of Options**
Peter Gianulis	100,000	1,150,000
Jeff Klenda	100,000	750,000

Robert Giustra	100,000	750,000
Marcus Meurs	-	600,000
Arturo Bickford	-	600,000
Antares Capital Management	-	150,000

(ii) for distribution among CLX staff in Vancouver an aggregate of 700,000 such options, to be distributed as follows:

Position	**Existing Options**	**New Grant of Options**
Chief Financial Officer	30,000	175,000
VP, Legal & Corporate Secretary	-	150,000
Former VP, Legal & Corporate Secretary (whose existing, unexercised options will expire on November 19, 2015)	50,000	-
VP, Communications & Technology	-	175,000
Controller	25,000	100,000
Legal & Accounting Assistant	10,000	70,000
Executive Assistant	-	30,000

(g) use reasonable commercial efforts to obtain all CLX Approvals, any consents and waivers and give all notices, which are required prior to Closing;

(h) execute all undertakings and comply with all requirements of the applicable Securities Laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary CLX Approvals and Regulatory Approval under Applicable Laws and Exchange requirements to the transactions contemplated hereby;

(i) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;

(j) not incur or commit to incur any debt other than in the ordinary course of business and for professional fees in connection with the transactions contemplated by this Agreement;

(k) not make any expenditures out of the ordinary course of business, other than as contemplated herein;

(l) not declare or pay any dividends or distribute any of its properties or assets to shareholders;

(m) not enter into or amend or terminate any Material Contracts out of the ordinary course of business, other than in connection with this Agreement or the Financing;

(n) not alter or amend its articles or by-laws;

(o) not redeem, purchase or offer to purchase any of its common shares or other securities; and

(p) not acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than as contemplated herein.

6.2 Agricola covenants and agrees with CLX that from and including the Effective Date through to and including the Closing Date it shall:

(a) permit CLX, and their authorized agents and representatives (collectively "**CLX's Representatives**"), at CLX's own cost, full access during normal business hours to Agricola' books, records and property including, without limitation, all of the Assets, material contracts and minute books of Agricola and any information relating to Agricola and the Agricola Subsidiaries' directors, officers and shareholders, so as to permit CLX's Representatives to make such investigation (the "**CLX Investigation**") of Agricola as CLX deems necessary;

(b) use its reasonable commercial efforts to complete the Agricola Investigation within 30 days of the date that the Agricola Representatives receive all required due diligence materials in order to complete the Agricola Investigation;

(c) use its reasonable commercial efforts to provide to CLX, at the request of CLX as soon as available, all such further information, documents, instruments and materials and do all such acts and things as may be required by CLX to obtain Regulatory Approval including, but not limited to, providing to CLX:

(i) the Agricola Financial Statements in a form acceptable to CLX and the Exchange in connection with the Acquisition;

(ii) a valuation of the Assets of Agricola in a form acceptable to the Exchange in connection with the Acquisition, if such valuation is requested by the Exchange or it is mutually determined by Agricola and CLX that it would be beneficially to provide such valuation to the Exchange; and

(iii) for the Agricola Shareholders and each director and senior officer, who will remain involved with the parties subsequent to Closing or who will hold more than 10% of the CLX Common Shares on Closing, a fully completed and properly executed personal information form in the form required by the Exchange;

(d) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of the representations and warranties of Agricola remains true and correct and not do any such act or thing that would render any representation or warranty of Agricola untrue or incorrect except as contemplated by this Agreement;

(e) preserve and protect the Assets,

(f) use its reasonable commercial efforts to ensure that the terms of any sale of Agricola Shares by the Agricola Shareholder undertaken prior to Closing be approved by CLX, acting reasonably;

(g) not solicit or negotiate with any other Person in respect of any participation interest or agreement in relation to the Assets, offer to buy, or offer to agree to sell, or sell any Assets or other assets of Agricola or the Agricola Subsidiaries or any interest therein or issue any shares in the capital of Agricola or the Agricola Subsidiaries or other securities and shall not allow Agricola or the Agricola Subsidiaries to merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity other than CLX;

(h) use its reasonable commercial efforts to obtain all Agricola Approvals, any consents and waivers and give all notices which are required prior to Closing;

(i) execute all undertakings and comply with all requirements of the applicable securities laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary Agricola Approvals and Regulatory Approvals under Applicable Laws and Exchange requirements to the transactions contemplated hereby;

(j) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;

(k) not allow Agricola to incur or commit to incur any additional debt out of the ordinary course of business, except with the prior consent of CLX;

(l) not allow Agricola to make any material expenditures out of the ordinary course of business in excess of US$25,000, unless pre-approved by CLX as to items necessary for Agricola's operations or as is otherwise contemplated herein;

(m) not allow Agricola to declare or pay any dividends or distribute any of its properties or Assets to its shareholders;

(n) not allow Agricola to enter into any Material Contracts out of the ordinary course of business and shall not enter into or amend or terminate any Material Contracts in relation to the Assets;

(o) not allow Agricola to alter or amend its articles or by-laws;

(p) not allow Agricola to sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber the Assets or any of its other assets; and

(q) not allow Agricola to acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than as contemplated herein.

6.3 Each of the Agricola Shareholder covenants and agrees with CLX that, prior to the Closing, such Agricola Shareholder shall:

(a) from and including the Effective Date through to and including the Time of Closing, not enter into any agreement for the sale, option, transfer, encumbrance or other disposition of all or any part of its Agricola Shares;

(b) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of its representations and warranties remain true and correct and not do any such act or thing that would render any of their representations or warranty untrue or incorrect except as contemplated by this Agreement;

(c) execute all undertakings and comply with all requirements of the applicable securities laws, the Exchange and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary approvals under Applicable Laws and Exchange requirements to the transactions contemplated hereby; and

(d) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein.

7. Conditions Precedent

7.1 The respective obligations of the parties hereto to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions, any of which may be waived by any party hereto in whole or in part without prejudice to such party's right to rely on any other of them:

(a) the Financing will have been completed;

(b) all other required Regulatory Approvals and other third-party approvals, including, without limiting the generality of the foregoing, the approval of the Acquisition by the TSX-V, applicable securities laws and applicable corporate laws will have been obtained for the Acquisition and all other transactions contemplated by this Agreement;

(c) as of the Time of Closing, CLX will meet the minimum listing requirements of the Exchange for a Tier 2 industrial issuer;

(d) if sponsorship is required in respect of the Acquisition, then the agent for the Financing, or such other sponsor as is acceptable to the Exchange, will have consented in writing to act as sponsor to the Acquisition;

(e) there will have been no material adverse change in the business, affairs, financial condition or operations of CLX between the date of the CLX Financial Statements and the Closing;

(f) there will have been no material adverse change in the business, affairs, financial condition or operations of Agricola between the date of the Agricola Financial Statements and the Closing; and

(g) 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 Acquisition; and all consents, orders and approvals required or necessary or desirable for the completion of the transactions provided for in this Agreement will have been obtained or received, all on terms satisfactory to each of the parties hereto, acting reasonably.

7.2 CLX's obligations under this Agreement including, without limitation, its obligation to close the transactions contemplated under this Agreement, are subject to the fulfillment, to its satisfaction, of the following conditions that:

(a) on or before the Time of Closing, CLX will have been permitted to complete the CLX Investigation to its reasonable satisfaction;

(b) the Board of Directors of Agricola will have approved the transfer of the Agricola Shares to CLX;

(c) CLX, acting reasonably, shall have approved the terms of any sale of Agricola Shares undertaken prior to the Closing;

(d) CLX shall have obtained a fairness opinion stating that the Acquisition is fair to its shareholders;

(e) CLX and Columbus Gold Corporation ("**CGT**") shall have entered into an office services agreement (the "**Office Services Agreement**") in a form acceptable to CLX, CGT and Agricola pursuant to which CLX will retain CGT from the date of Closing for a period of not less than 12 months to provide services related to the management of CLX for a monthly fee of $10,000 per month for the initial 6 months from Closing, and a fee of $15,000 per month thereafter, subject to annual review;

(f) on or before the Time of Closing, CLX will have been permitted to complete its review of the financial condition, business, properties, title, assets and affairs of Agricola and the title of the Agricola Shares to its reasonable satisfaction;

(g) there shall be no dilutive securities of Agricola outstanding, except those discussed or agreed to in writing between the parties;

(h) Agricola shall have no other Encumbrances on its Assets or incurred any other liabilities other than as described in the representations and warranties of Agricola and the Agricola Shareholders;

(i) the representation and warranties of Agricola contained in Schedule E will be true and correct in all material respects at and as of the Closing;

(j) the representation and warranties of the Agricola Shareholders contained in Schedule G will be true and correct in all material respects at and as of the Closing;

(k) all covenants, agreements and obligations hereunder on the part of Agricola and the Agricola Shareholders to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;

(l) on Closing, Agricola and the Agricola Shareholders will have delivered to CLX the documents required to be delivered by them pursuant to Section 11.2;

(m) Agricola shall have completed and delivered a valuation of the Assets of Agricola in a form acceptable to the Exchange in connection with the Acquisition, if such valuation is requested by the Exchange or it is mutually determined by Agricola and CLX that it would be beneficial to provide such valuation to the Exchange;

(n) Agricola shall have completed and delivered to CLX the Agricola Financial Statements; and

(o) at any time prior to and including the Time of Closing, there will not have been any adverse material change in the business or affairs of Agricola or the Agricola Subsidiaries.

The conditions precedent set forth above are for the exclusive benefit of CLX and may be waived by it in whole or in part on or before the Time of Closing.

7.3 Agricola and the Agricola Shareholders' respective obligations under this Agreement including, without limitation, their obligations to close the transactions contemplated under this Agreement, are subject to the fulfillment, to their satisfaction, of the following conditions that:

(a) on or before the Time of Closing, Agricola will have been permitted to complete the Agricola Investigation to its reasonable satisfaction;

(b) the board of directors of CLX will have approved the transactions contemplated herein;

(c) on Closing the board of CLX shall have been reconstituted to consist of the existing directors of CLX and one nominee of Agricola (the "**Agricola Nominee**"), who shall enter into a non-competition agreement with CLX on Closing, subject to Agricola having the right to appoint an additional two nominees to the board within the first year after Closing, as set out in section 4.1;

(d) CLX 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 at the date of this Agreement exclusively in the ordinary course of business and for the purpose of completing the Acquisition, the Financing and any other transaction contemplated hereby;

(e) the representations and warranties of CLX contained in Schedule F will be true and correct in all material respects at and as of the Closing;

(f) all covenants, agreements and obligations hereunder on the part of CLX to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;

(g) on Closing, CLX will have delivered to Agricola the documents required to be delivered by them pursuant to Section 11.3; and

(h) at any time prior to and including the Time of Closing, there will not have been any adverse material change in the business or affairs of CLX.

The conditions precedent set forth above are for the exclusive benefit of Agricola and the Agricola Shareholders and may be waived by Agricola and the Agricola Shareholders in whole or in part on or before the Time of Closing.

8. Agricola and the Agricola Shareholders' Representations and Warranties

8.1 In order to induce CLX to enter into this Agreement and complete its obligations hereunder, Agricola and the Agricola Shareholders jointly and severally make the representations and warranties to CLX set forth in Schedule E.

8.2 The representations and warranties of Agricola and the Agricola Shareholders contained in Schedule E are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

9. CLX Representations and Warranties

9.1 In order to induce Agricola and the Agricola Shareholders to enter into this Agreement and complete their respective obligations hereunder, CLX makes the representations and warranties to Agricola and the Agricola Shareholders contained in Schedule F.

9.2 The representations and warranties of CLX contained in Schedule F are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

10. Agricola Shareholders' Representations and Warranties

10.1 In order to induce CLX to enter into this Agreement and complete its obligations hereunder, the Agricola Shareholders makes the representations and warranties to CLX set forth in Schedule G.

10.2 The representations and warranties of the Agricola Shareholders contained in Schedule G are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

11. Closing

11.1 The completion of the transactions contemplated under this Agreement shall close (the "**Closing**" or, if used in the past tense, "**Closed**") on September 15, 2015, at 11:00 a.m.(Vancouver Time) (the "**Time of Closing**"), or on the date which is the fifth business day following the satisfaction or waiver of all conditions precedent as set out in Section 7, or on such other date and at such other time as the parties may agree upon (the "**Closing Date**"). In the event that the transactions contemplated under this Agreement have not closed on or before the Drop Dead Date, any one or more of CLX, Agricola or the Agricola Shareholders may terminate this Agreement by notice in writing to the other parties to this Agreement and this Agreement shall be of no further force and effect.

11.2 At the Time of Closing on the Closing Date, Agricola and the Agricola Shareholders shall deliver to CLX the following Closing documents:

(a) certified true copies of any corporate authorizations which are necessary in order to authorize and approve this Agreement, Agricola's and the Agricola Shareholders' execution and delivery hereof and all of the transactions of Agricola contemplated hereunder, which authorization shall include specific reference to:

(i) the sale and transfer of all beneficial ownership in and to the Agricola Shares from the Agricola Shareholders to CLX as provided for in this Agreement; and

(ii) the transfer of all legal title of the Agricola Shares from the Agricola Shareholders to CLX or their designated nominees;

(b) duly executed copies of the Escrow Agreement signed by all Principals (as that term is defined in the policies of the Exchange) of Agricola;

(c) a certificate of an officer of Agricola and a certificate of the Agricola Shareholders certifying that (i) all of Agricola's and the Agricola Shareholders' representations and warranties are true as of Closing, (ii) all of Agricola's and the Agricola Shareholders' covenants have been performed, and (iii) all of the conditions for the benefit of the Agricola and the Agricola Shareholders have been complied with or waived;

(d) a solicitor's opinion of Agricola's counsel, in a form acceptable to CLX and CLX's counsel, acting reasonably;

(e) a certificate of an officer of Agricola to certify that Agricola has no other Encumbrances on its Assets and has not incurred any other liabilities other than as disclosed in the Agricola Financial Statements;

(f) the Employment Agreements executed by each of Marcus Meurs, Peter Gianulis and Arturo Bickford;

(g) non-competition agreements executed by each of the Agricola Nominees;

(h) if Agricola and CLX settle on a mutually acceptable form of closing agenda prior to the Time of Closing, then such other closing documents as are listed on that closing agenda as closing documents to be delivered by Agricola and the Agricola Shareholder;

(i) if Agricola and CLX choose not to or are unable to settle on a mutually acceptable form of Closing agenda prior to the Time of Closing, then such other materials that are, in the opinion of CLX, acting reasonably, required to be delivered by the Agricola Shareholders and by Agricola in order for them to have met their obligations under this Agreement.

11.3 At the Time of Closing on the Closing Date, CLX shall deliver to Agricola the following:

(a) certified true copies of the corporate authorizations of CLX which are necessary in order to authorize and approve this Agreement, CLX's execution and delivery hereof and all of the transactions of CLX contemplated hereunder, which authorization shall include specific reference to the approval of:

(i) this Agreement and the authorization of CLX's entry hereinto;

(ii) the purchase of the Agricola Shares;

(iii) the issuance of CLX Payment Shares to the Agricola Shareholders pursuant to the terms of this Agreement;

(iv) the Financing;

(v) the Employment Agreements executed by CLX;

(vi) non-competition agreements for the Agricola Nominees executed by CLX;

(vii) a debt assumption agreement executed by CLX in favor of the Agricola Shareholders with respect to the assumption of the Assumed Omega Debt (the "**Debt Assumption Agreement**");

(viii) receipt of and acceptance of the CLX Resignations, if applicable, and the appointment of directors as necessary to meet the Board Requirements; and

(b) certificates representing CLX Payment Shares issued on Closing which are not subject to the Escrow Requirement, registered in the names of or as directed by the Agricola Shareholders as provided for in Section 2.2 of this Agreement;

(c) evidence that Regulatory Approval has been obtained for the Acquisition and Financing;

(d) the CLX Resignations;

(e) a certificate of an officer of CLX certifying that (i) all of its representations and warranties are true as of Closing, (ii) all of its covenants have been performed, and (iii) all of the conditions for the benefit of CLX have been complied with or waived;

(f) a solicitor's opinion of CLX's counsel, in a form acceptable to Agricola's counsel, acting reasonably;

(g) the Escrow Agreement executed by CLX;

(h) the Employment Agreements executed by CLX;

(i) the Office Services agreement executed by CLX and CGT;

(j) the Debt Assumption Agreement executed by CLX and the Agricola Shareholders;

(k) if Agricola and CLX settle on a mutually acceptable form of closing agenda prior to the Time of Closing, then such other closing documents as are listed on that closing agenda as closing documents to be delivered by CLX; and

(l) if Agricola and CLX choose not to or are unable to settle on a mutually acceptable form of Closing agenda prior to the Time of Closing, then such other materials that are, in the opinion of Agricola, acting reasonably, required to be delivered by CLX in order for CLX to have met its obligations under this Agreement.

11.4 The items tabled at Closing pursuant to Sections 11.2 and 11.3 shall be held in escrow until all of such items have been tabled and CLX and the Representative (as defined in Section 13.1) have acknowledged that they are satisfied therewith, whereupon such escrow shall be terminated and the Closing shall have occurred. If such escrow is not released on or before 5:00 p.m. on the Closing Date and the

Representatives do not agree to an extension of the escrow, the Closing shall not occur, and the balance of the documents tabled by each party pursuant to this Section 11.4 shall be returned to such party.

12. Termination

12.1 This Agreement may be terminated by the mutual agreement of the parties hereto. Unless otherwise agreed in writing by the parties hereto, this Agreement shall terminate without further notice or agreement in the event that:

(a) the Acquisition is rejected by the Exchange and all recourse and rights of appeal in respect of such rejection have been exhausted;

(b) any condition precedent set out in Part 7 is not satisfied, released or waived on or before the Closing or such earlier date indicated therein; or

(c) the Closing has not occurred on or before the Drop Dead Date, or such later date as may be approved by Agricola, the Agricola Shareholders and CLX in writing, and one of the parties hereto has provided a written termination notice to the other parties hereto pursuant to Sections 12.1 and 16.8.

12.2 The Parties each hereby acknowledge and agree that in the event that this Agreement is terminated due to (i) a matter for which Agricola is solely responsible for; or (ii) the failure of CLX to obtain shareholder approval or any necessary Regulatory Approvals due to concerns relating to Agricola or the terms of the Acquisition, the Bridge Loan will be due and payable by Agricola in accordance with the terms and conditions, and on the date that is 90 days from the date when (i) or (ii) first become known (the "**Repayment Date**"), as set forth in the Bridge Loan Agreement. The Parties agree that interest shall accrue on the Bridge Loan from the Repayment Date at a rate of 8% per annum.

12.3 The Parties each hereby acknowledge and agree that in the event that this Agreement is terminated because of the failure of CLX to obtain shareholder approval or any necessary Regulatory Approval for a reason other than over concerns relating to Agricola or the terms of the Acquisition, then the full amount of the Bridge Loan then outstanding will not be repayable by Agricola to CLX, and the Bridge Loan Agreement will be immediately terminated without repayment of the principal or any interest outstanding.

13. Power of Attorney

13.1 Agricola and the Agricola Shareholders hereby irrevocably nominate, constitute and appoint Jorge Dian Duran B. of Berger, Pemueller & Associates, of Dirección: 6ta. Av. 16-24, zona 10, Guatemala, C.A., Phone: (502) 2244-1200, Fax: (502) 2244-1212, e-mail jdiazduran@bpalaw.net, as his, her or its agent and attorney-in-fact (the "**Representative**") to act on his, her or its behalf with full power and authority in his, her or its name, place and stead to:

(a) deliver all certificates, documents and agreements representing the Agricola Shares to CLX;

(b) execute and deliver a stock power or agreement to transfer the Agricola Shares to CLX;

(c) execute and deliver all such further documents and instruments including, without limitation the Escrow Agreement and do all such acts and things as any party may, either before or after the Time of Closing of this Agreement, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out;

(d) give and receive Communications; and

(e) take all actions necessary or appropriate in the judgment of the Representative for the accomplishment of the foregoing, including without limitation the right to resolve any disagreements or disputes, and to exercise such rights, power and authority as are incidental thereto;

and this power of attorney shall terminate upon the termination of this Agreement.

13.2 In the event that the Representative is unavailable to act as Representative, or becomes incapable (through death or legal incapacity) of acting as Representative, then such person as is then designated by a majority of the members of Agricola's Board of Directors, as then constituted, is authorized and directed to take such action on behalf of Agricola and the Agricola Shareholders and to exercise such rights, power and authority as are authorized, delegated and granted to the Representative under this Agreement.

13.3 Agricola and the Agricola Shareholders agree to be bound by the actions taken by the Representative pursuant to this power of attorney in accordance with the terms hereof and hereby waive any and all defences which may be available to Agricola and the Agricola Shareholders to contest, negate or disaffirm the action of the Representative taken under this power of attorney.

13.4 The Representative and Agricola, its directors, officers, employees, advisors and agents, shall not be liable for any act done or omitted hereunder as attorney for Agricola and the Agricola Shareholders. Agricola and the Agricola Shareholders indemnify the Representative and hold him harmless against any loss, liability or expense arising out of, or in connection with, any actions taken pursuant to this power of attorney.

14. Independent Legal Advice

14.1 **EACH OF THE PARTIES TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT MCMILLAN AND THE VP, LEGAL FOR CLX HAVE ACTED AS COUNSEL ONLY TO CLX AND THAT MCMILLAN AND THE VP, LEGAL FOR CLX ARE NOT PROTECTING THE RIGHTS AND INTERESTS OF AGRICOLA OR THE AGRICOLA SHAREHOLDERS. AGRICOLA AND THE AGRICOLA SHAREHOLDERS ACKNOWLEDGE AND AGREE THAT CLX AND MCMILLAN HAVE GIVEN THEM THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT AND, FURTHER, AGRICOLA AND THE AGRICOLA SHAREHOLDERS HEREBY REPRESENT AND WARRANT TO CLX AND MCMILLAN THAT EACH OF THEM HAS SOUGHT INDEPENDENT LEGAL ADVICE OR WAIVES SUCH ADVICE.**

15. Personal Information

15.1 Each of the Agricola Shareholders acknowledges and consents to: (i) the disclosure by CLX and Agricola of Personal Information (hereinafter defined) concerning the Agricola Shareholder to any Government Authority including, but not limited to, the Exchange and its affiliates, authorized agents, subsidiaries and divisions; and (ii) the collection, use and disclosure of Personal Information by the Exchange for the following purposes (or as otherwise identified by the Exchange, from time to time):

(a) to conduct background checks;

(b) to verify the Personal Information that has been provided about the Agricola Shareholder, as the case may be;

(c) to consider the suitability of the Agricola Shareholder, as the case may be, as a holder of securities of CLX;

(d) to consider the eligibility of CLX to continue to list on the Exchange;

(e) to provide disclosure to market participants as the security holdings of CLX's shareholders, and their involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, and Information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with CLX;

(f) to detect and prevent fraud;

(g) to conduct enforcement proceedings; and

(h) 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.

15.2 Each of the Agricola Shareholders also acknowledges that: (i) the Exchange also collects additional Personal Information from other sources, including securities regulatory authorities in Canada or elsewhere, investigative law enforcement or self-regulatory organizations, and regulations service providers to ensure that the purposes set forth above can be accomplished; (ii) the Personal Information the Exchange collects may also be disclosed to the agencies and organizations referred to above or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; (iii) the Personal Information may be disclosed on the Exchange's website or through printed materials published by or pursuant to the direction of the Exchange; and (iv) the Exchange may from time to time use third parties to process information and provide other administrative services, and may share the information with such providers.

15.3 Herein, "**Personal Information**" means any information about an Agricola Shareholder required to be disclosed to any Government Authority, whether pursuant to a prescribed form or pursuant to a request made by a Government Authority.

15.4 Each of the Agricola Shareholders acknowledges and consents to: (i) the fact that CLX is collecting its Personal Information for the purpose of completing this Agreement; (ii) CLX retaining such Personal Information for as long as permitted or required by law or business practices; (iii) the fact that CLX may be required by securities laws, the rules and policies of any stock exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide regulatory authorities with any Personal Information provided by the Agricola Shareholder in this Agreement.

16. General

16.1 Neither CLX nor Agricola will make any press release, public announcement or public statement about the transactions contemplated herein which has not been previously approved by the others, except that CLX may make a press release or filing with a regulatory authority if counsel for CLX advises that such press release or filing is necessary under applicable securities laws or the rules and policies of the Exchange, provided that CLX will provide Agricola with the opportunity to review and provide comments prior to dissemination.

16.2 Except as otherwise provided herein, each party to this Agreement will be responsible for all of his, her or its own expenses and costs in respect of the transactions contemplated hereunder including, without limitation, expenses and costs incurred for professional advice such as legal, accounting, tax, financial and business advice, among others, finder's fees and any personal or corporate sales taxes, income taxes and capital gains.

16.3 Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the parties of this subsection or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

16.4 The Schedules to this Agreement and the recitals to this Agreement constitute a part of this Agreement. The headings in this Agreement are for reference only and do not constitute terms of the Agreement. Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate or vice versa as the context may require.

16.5 This Agreement constitutes the entire Agreement between the parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein. In particular, upon the execution and delivery of this Agreement, the MOU is hereby terminated and of no further force and effect.

16.6 The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a party to this Agreement subsequent to the Closing, shall survive the Closing of this Agreement.

16.7 No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid and binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the parties to this Agreement.

16.8 Any payment, notice, request, demand, election and other communication of any kind whatsoever (a "**Communication**") to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or by fax to the parties at their following respective addresses:

To Agricola or the Agricola Shareholders:

Agricola Nuova Terra Guatemala, S.A.
Dirección: 21 Ave. B 0-40 Zona 15 Vista Hermosa II
CIUDAD DE GUATEMALA
GUATEMALA, Nit: 7608270-9

Attention: Jorge Díaz Durán B.
Fax: (502) 2244-1212
Email: jdiazduran@bpalaw.net

With a copy to Agricola's counsel (which shall not constitute notice hereunder):

Berger, Pemueller & Asociados, Asesores legales
6a Avenida 16-24, Zona 10, Guatemala, Guatemala

Attention:	Jorge Díaz Durán B.
Fax:	(502) 2244-1212
Email:	jdiazduran@bpalaw.net

To CLX:

Columbus Exploration Corporation
1090 Hamilton Street
Vancouver, British Columbia
V6B 2R9

Attention:	VP, Legal
Fax:	(604) 634-0971
Email:	legal@columbusgroup.com

With a copy to CLX's counsel (which shall not constitute notice hereunder):

McMillan LLP
1500 Royal Centre
P.O. Box 11117
1055 West Georgia Street
Vancouver, British Columbia, V6E 4N7

Attention:	David Cowan
Fax:	(604) 685-7084
Email:	david.cowan@mcmillan.ca

or to such other addresses as may be given in writing by the parties hereto in the manner provided for in this subsection, and the party sending such notice should request acknowledgment of delivery and the party receiving such notice should provide such acknowledgment. Notwithstanding whether or not a request for acknowledgment has been made or replied to, whether or not delivery has occurred will be a question of fact. If a party can prove that delivery was made as provided for above, then it will constitute delivery for the purposes of this Agreement whether or not the receiving party acknowledged receipt. The Agricola Shareholders hereby appoint the Representative as their nominee for the purpose of receiving a Communication from CLX pursuant to this Agreement.

16.9 This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.

16.10 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereby agree to attorn to the non-exclusive jurisdiction of the Courts of British Columbia and not to commence any form of proceedings in any other forum.

16.11 The phrase “to the knowledge of” when used to modify or describe the state of knowledge of factual or legal matters relating to a party, whether or not used with any other limiting or expansive language, shall be construed in all cases to mean “to the knowledge of the party after diligent enquiry”.

16.12 The headings in this Agreement are solely for convenience or reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it.

16.13 The word “including”, when following any general statement or terms, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.

16.14 All references to currency are deemed to mean lawful money of Canada and all amounts to be calculated or paid pursuant to this Agreement are to be calculated in lawful money of Canada and to be paid by certified cheque or bank draft drawn on a Canadian chartered bank payable at par in Vancouver, British Columbia.

16.15 A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulation in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulation.

16.16 Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, a word importing a corporate entity includes an individual, and vice versa.

16.17 This Agreement may be signed by fax and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

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

COLUMBUS EXPLORATION CORPORATION

By: *"Peter Gianulis"*
Name: Peter Gianulis
Title: Chief Executive Officer

AGRICOLA NUOVA TERRA GUATEMALA, S.A.

SWORN BEFORE ME at the City of Guatemala, Guatemala, this 19th day of Agosto, 2015.	)	
"Jorge Estuardo Diaz Duran Baldetti"	)	*"Andres Bickford"*
Signature of Notary Public	)	Name: Andres Bickford
Name and address: **[Notary Seal]**	)	Title: Member

6ta. Avenida 16-24, zona 10
Guatemala, Guatemal

GRUPO TIERRA NUEVA, LLC

SWORN BEFORE ME at the City of Guatemala, Guatemala, this 19th day of Agosto, 2015.	)	
"Jorge Estuardo Diaz Duran Baldetti"	)	*"Andres Bickford"*
Signature of Notary Public	)	Name: Andres Bickford
Name and address: **[Notary Seal]**	)	Title: Member

6ta. Avenida 16-24, zona 10
Guatemala, Guatemal

LEGACY & ASSET MANAGEMENT, INC.

SWORN BEFORE ME at the City of Panama, Panama, this 19th day of August, 2015.

“Lic. Jorge E. Gantes S.”
Signature of Notary Public
Name and address: **[Notary Seal]**

“Fernando Alemain”
Name: Fernando Alemain
Title: President

MULTATULLI SUSTAINABLE MERCHANTS, LLC

SWORN BEFORE ME at the City of Miami Dade, Florida, this 20 day of August, 2015.

[Notary stamp]

“Adrian Rulz"
Signature of Notary Public
Name and address:

“Marcus Meurs”
Name: Marcus Meurs
Title: Member

The foregoing document was acknowledged before me this 20 day of Aug., 2015 by Marcus L. Meurs

NAETTURLAND, INC.

SWORN BEFORE ME at the City of Panama, Panama, this 19th day of August, 2015.

“Lic. Jorge E. Gantes S.”
Signature of Notary Public
Name and address: **[Notary Seal]**

“Zuleika Nohai Jaen Cedeño”
Name: Zuleika Nohai Jaen Cedeño
Title: President

OMEGA S.A.

SWORN BEFORE ME at the City of Guatemala, Guatemala, this 19th day of Agosto, 2015.)

"Jorge Estuardo Diaz Duran Baldetti"
Signature of Notary Public
Name and address: **[Notary Seal]**

6ta. Avenida 16-24, zona 10
Guatemala, Guatemal

"Andres Bickford"
Name: Andres Bickford
Title: Member

STUYVESANT ET COMPAGNIE, INC.

SWORN BEFORE ME at the City of Panama, Panama, this 19th day of August, 2015.

"Lic. Jorge E. Gantes S."
Signature of Notary Public
Name and address: **[Notary Seal]**

"Juan Antonio Diaz"
Name: Juan Antonio Diaz
Title: President

SCHEDULE A TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

Agricola Authorized Share Capital and Issued Securities

Class and Total Number Authorized	Total Number Issued
An unlimited number of Class A Shares, with a par value of 100 Quetzales per share	230,485

Registered and Beneficial Ownership of Issued Securities of Agricola

Registered and Beneficial Shareholder	Number of Agricola Shares Held (Directly or Indirectly)	Ownership Interest in Agricola	Number of CLX Shares to be Issued on Closing of the Share Exchange	Ownership Interest in CLX on Closing of the Share Exchange
Grupo Tierra Nueva LLC	57,907	25.12%	11,614,441	16.01%
Legacy & Asset Management, Inc.	14,957	6.49%	3,000,000	4.14%
Multatulli Sustainable Merchants LLC	35,670	15.48%	7,154,441	9.86%
Naetturland, Inc.	36,047	15.64%	7,230,000	9.97%
Omega S.A.	49,857	21.63%	10,000,000	13.78%
Stuyvesant et Compagnie Inc.	36,047	15.64%	7,230,000	9.97%
Total	**230,485**	**100.00%**	**46,228,882**	**63.73%**

SCHEDULE B TO THE AGREEMENT MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

CLX Authorized Share Capital and Issued Securities

CLX has one class of authorized share capital, being common shares without par value, of which 26,002,549 are issued and outstanding as of the Effective Date, which includes a total of 7,559,545 common shares issued on completion of the Financing. The number of outstanding CLX Shares may increase on or before the Time of Closing, as contemplated by Section 5.3, Section 5.4 and/or Section 6.1(f) of this Agreement.

As of the date of this Agreement, CLX has no share purchase warrants outstanding. As of the date of this Agreement and subject to the additional securities issuances contemplated herein, CLX has outstanding stock options to purchase a total of 527,500 common shares, exercisable at prices ranging from $0.065 to $0.15 and expiry dates ranging from October 5, 2014 to November 7, 2019.

CLX Payment Shares to be issued on Closing

Registered and Beneficial Shareholder	Number of CLX Payment Shares
Omega S.A.	46,228,882

SCHEDULE C TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

Licenses

- Tax License No. 29-89 granted by the Guatemala Ministry of Economy for agricultural production, food safety processing and packaging of agricultural products for export for the period from December 4, 2013 to December 3, 2023; and

- Export License No. 79723 granted by the Guatemala Ministry of Agriculture, Livestock and Food for the export of fresh vegetables for the period from October 28, 2014 to October 28, 2015.

SCHEDULE D TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

Subsidiaries

None.

SCHEDULE E TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

Representations and Warranties of Agricola and the Agricola Shareholders

Each of Agricola and the Agricola Shareholders jointly and severally represents, warrants and agrees as of the date hereof and at the Time of Closing that:

1. Agricola is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all necessary corporate power to own its Assets and to conduct its business as such business is now being conducted;

2. Agricola has the power, authority and capacity to enter into this Agreement and to carry out its terms;

3. to the extent required, Agricola is qualified to conduct business in the jurisdiction as necessary to perform its obligations under each of the Material Contracts, as applicable, and Agricola has all necessary Licenses, as described in Schedule C, required to operate the Business as presently being conducted;

4. Other than the Agricola Subsidiaries, Agricola does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity;

5. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of it, and this Agreement constitutes a legal, valid and binding obligation of it;

6. the authorized share capital of Agricola is, and will be at the Time of Closing as described in Schedule A, all of which shares will be at the time of Closing validly issued, fully paid and non-assessable and are registered to and beneficially owned by the Persons and in amounts described in Schedule A, and will be, as at the Time of Closing, free and clear of all Encumbrances of any kind whatsoever;

7. the authorized share capital of the Agricola Subsidiaries is, and will be at the Time of Closing as described in Schedule D, all of which shares will be at the time of Closing validly issued, fully paid and non-assessable and are registered to and beneficially owned by the Persons and in amounts described in Schedule D free and clear of all Encumbrances of any kind whatsoever;

8. the Agricola Shareholders will hold all of the issued Agricola Shares as set out in Schedule A free and clear of all Encumbrances of any kind whatsoever at the Time of Closing;

9. the rights, privileges, restrictions and conditions attached to the Agricola Shares are as set out in Agricola's constating documents and under applicable corporate legislation;

10. the rights, privileges, restrictions and conditions attached to the Agricola Subsidiaries shares are as set out in each of the Agricola Subsidiaries respective constating documents and under applicable corporate legislation;

11. there are and will be at the Time of Closing no outstanding share purchase warrants, broker options, options or other rights or other arrangements under which Agricola is bound or obligated to issue additional shares in its capital or warrants, broker warrants, options or other rights to acquire shares in its capital, and to knowledge of Agricola and the Agricola Shareholders, the Agricola Shares are not subject to the terms of any shareholder or voting trust agreement;

12. Agricola has not entered into 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 with any Third Party, for the acquisition of any portion of the Assets of Agricola which has not been terminated prior to the date hereof;

13. the Assets including all assets necessary to conduct the Business are owned and at the Time of Closing will be owned by Agricola free and clear of all Encumbrances whatsoever other than as set out in Schedule N and Agricola and the Agricola Shareholders are not aware of any adverse claim or claims which may affect its ownership of the Assets;

14. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of Agricola, or any agreement or instrument or statute or laws to which Agricola is a party or by which the Assets of Agricola are bound or any order, decree, statute, regulation, covenant or restriction applicable to Agricola;

15. except as set out in Schedule O, to the knowledge of Agricola and the Agricola Shareholders, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Agricola) pending or threatened by or against Agricola or affecting Assets at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and Agricola and the Agricola Shareholders are not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;

16. except as set out in Schedule O, to the knowledge of Agricola and the Agricola Shareholders, none of Agricola, the Assets or the Business is in any respect infringing the right of any Person under or in respect of any patent, design, trademark, trade name, copyright or other industrial or intellectual property, and no Person has alleged to Agricola, the Agricola Subsidiaries or the Agricola Shareholders a violation by Agricola of such a right;

17. except as set out in Schedule O, to the knowledge of Agricola and the Agricola Shareholders, all of the Intangible Property of Agricola is described in Schedule K and is owned by unencumbered good and marketable title, subject to no pending challenge, revocation, expiry or termination, and Agricola is not required to pay any royalties, fees or other similar consideration to any Person with respect to the use of the Intangible Property, except as set out in Schedule J. Except as set out in Schedule K, there are no restrictions on the ability of Agricola to use and exploit all rights in the Intangible Property, all statements in all applications for registrations of the Intangible Property were true and correct as of the date of such applications, each of the trade-marks and trade names in the Intangible Property is in use and none of the rights of Agricola in the Intangible Property will be affected in any way by the transactions contemplated in this Agreement. To the knowledge of Agricola and the Agricola Shareholders, there is no infringement of any Intangible Property rights by any other Person;

18. to the knowledge of Agricola and the Agricola Shareholders, all widely available commercially available end-user business software used by Agricola and any of its employees is pursuant to valid

licences, and there is no unauthorized use of third-party software by Agricola or its employees in the course of their employment responsibilities;

19. all employees of Agricola and consultants or other third parties engaged by Agricola for the purpose of developing Intangible Property have entered into a valid and binding written agreement with Agricola sufficient to vest title in Agricola of all Intangible Property created by such employee in the scope of his or her employment with Agricola. With respect to employees of Agricola and consultants or other third parties engaged by Agricola for the purpose of developing Intangible Property who have not entered into such a valid and binding written agreement with Agricola, Agricola has sufficient rights to vest title in Agricola of all Intangible Property created by such Person in the scope of his or her employment with Agricola;

20. Agricola has no contract, commitment or arrangement, whether written, oral or implied with any Person whatsoever relating to employment which contains any specific agreement as to notice of termination or severance pay in lieu thereof or which cannot be terminated without cause upon giving reasonable notice as may be implied by law without the payment of, or any liability in respect of, any bonus, damages, share of profits or penalty, and there are no policies or practices of Agricola which confer benefits in the employees of Agricola or result in obligations of Agricola with respect to its employees, except as disclosed in Schedule Q;

21. Agricola does not have a pension, stock option or stock purchase plan or a profit sharing, incentive or bonus plan or other deferred compensation plan, or an employee group insurance plan, hospitalization plan, disability plan or other employee benefit plan, program, policy or practice, formal or informal with respect to any of its employees, other than the Canada Pension Plan and other similar health plans established pursuant to statute, and Agricola do not have any unfunded or unpaid liability un respect of such plan;

22. there are no employees of Agricola that Agricola considers it has the right to terminate for cause, and no employee has made any claim or has any basis for any action or proceeding against Agricola arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or workers' compensation;

23. to the knowledge of Agricola, no employee or consultant has made or has any basis for making any claim (whether under law, any employment or consulting agreement or otherwise) on account of or for: (a) overtime pay, other than overtime for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) any bonus, raise or other compensation or remuneration; (d) other time off, sick time or pay in lieu; or (e) any violation of any statute, ordinance, or regulation relating to minimum wages or the maximum hours of work;

24. true and complete copies of all Material Contracts of Agricola and all amendments and extensions thereto have been previously made available to CLX. Agricola is not in default or breach of its obligations under its Material Contracts and to the knowledge of Agricola and the Agricola Shareholders, 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 contracts are now in good standing and in full force and effect without amendment thereto and Agricola is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and, except for the Agricola Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;

25. Agricola has kept and to Agricola's and the Agricola Shareholders' knowledge, has been provided with proper and consistent accounts, Books and Records of their activities, and such accounts, Books and Records are up to date and there has been no material change in any practice or policy insofar

as such change might affect the valuation of assets or the recording of expenditures or receipts relating to Agricola and the Business and Assets;

26. all material data and information relating to the Business and Assets has have been made available to CLX for inspection or otherwise disclosed to CLX;

27. Agricola owns and maintains and there is now in full force and effect insurance with respect to the Business and Assets sufficient for compliance with requirements of law and all agreements which Agricola is a party or by which they are bound and which provides adequate insurance coverage for the Assets and the operation of the Business in accordance with prudent risk management and Schedule P is a true and complete list of all insurance contracts or other coverage held by Agricola in respect of the Business and Assets, and there are presently no pending claims under any insurance held by Agricola and Agricola is not in any respect material to the Business, in default with respect to any of the provisions contained in any insurance policies and has not failed to give any notice or present any claim under any insurance policy in due and timely fashion and, since obtaining such insurance, there has been no material changes in risks associated with any such insurance;

28. the Agricola Financial Statements, a copy of which appears as Schedule J, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of Agricola for the period then ended and the Agricola Financial Statements have been prepared in accordance with international financial reporting standards applied on a consistent basis;

29. the Books and Records of Agricola disclose all material financial transactions of Agricola since March 31, 2015, and such transactions have been fairly and accurately recorded;

30. except as disclosed in the Agricola Financial Statements or as described in Schedule J:

(a) other than the Omega Debt, Agricola is not indebted to the Agricola Shareholders, whether by way of shareholder loan, unpaid, accrued or deferred compensation or otherwise, and at the Time of Closing Agricola will not be indebted to any of the Agricola Shareholders except with respect to the Assumed Omega Debt;

(b) neither the Agricola Shareholders nor any other officer, director or employee of Agricola is indebted or under obligation to Agricola on any account whatsoever; and

(c) Agricola has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person, firm or corporation of any kind whatsoever;

31. there are no material liabilities of Agricola whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the Agricola Financial Statements except those incurred in the ordinary course of business of Agricola, and such liabilities are recorded in Agricola's Books and Records;

32. except as disclosed in this Agreement, since March 31, 2015, Agricola has not:

(a) declared, made or committed itself to make any payment of any dividends or any other distribution in respect of its shares or subdivided, consolidated or reclassified, or redeemed, purchased or otherwise acquired or agreed to acquire any of its shares;

(b) issued or sold any shares in its capital or any warrants, bonds, debentures or its other corporate securities or issued, granted or delivered any right, option or other commitment for the issuance of any such securities;

(c) mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its Assets, whether tangible or intangible;

(d) made any gift of money or of any of its Assets to any Person;

(e) made any licence, sale, assignment, transfer, or disposition of its Assets; or

(f) authorized, agreed or otherwise become committed to do any of the foregoing;

33. Agricola has filed with appropriate taxation authorities, federal, state, provincial and local, all returns, reports and declarations which are required to be filed by it and has paid all Taxes which have become due and no taxing authority is asserting or has, to the knowledge of Agricola and the Agricola Shareholders threatened to assert, or has any basis for asserting against Agricola any claim for additional Taxes or interest thereon or penalty;

34. Agricola has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), except for those described in the Agricola Financial Statements, those incurred in the ordinary course of business and those incurred in connection with the transactions contemplated by this Agreement, including the Bridge Loan;

35. Agricola and the Agricola Subsidiaries if any, are conducting and have since incorporation conducted their respective businesses in compliance with all Applicable Laws of each jurisdiction in which they carry on business;

36. Except as provided in this Agreement and in connection with the Financing, Agricola and the Agricola Subsidiaries have not incurred any liability for brokers' or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;

37. the corporate records of Agricola and any Agricola Subsidiaries are or will be on Closing complete and accurate in all material respects;

38. the information supplied for Agricola and any Agricola Subsidiaries for inclusion in the Filing Statement shall not, on the date the Filing Statement and at the Closing Time, contain any statement which, at such time and in light of the circumstances under which it was made, be false or misleading with respect to any material fact, or shall omit to state any material fact necessary in order to make the statements made therein not false or misleading, and if at any time prior to the Closing Time any event relating to Agricola, its directors or officers, or the Agricola Subsidiaries should be discovered by Agricola or the Agricola Shareholders which should be set forth in a supplement to the Filing Statement, Agricola and the Agricola Shareholders shall promptly inform CLX thereof in writing;

39. except as disclosed in this Agreement, Agricola has no information or knowledge of any fact relating to the Business, the Assets or any indebtedness of Agricola or the Agricola Subsidiaries or the transactions contemplated hereby which might reasonably be expected to affect, materially and adversely, any of the Assets or the organization, operations, affairs, business, properties, prospects or financial condition or position of Agricola or the Agricola Subsidiaries; and

40. the facts which are the subject of the representations and warranties of Agricola and the Agricola Shareholders contained in this Agreement comprise all material facts known to Agricola and the Agricola Shareholders which are material and relevant to their obligations hereunder or which might prevent any of them from meeting their obligations under this Agreement.

SCHEDULE F TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

Representations and Warranties of CLX

CLX represents, warrants and agrees as of the date hereof and at the Time of Closing that:

1. CLX is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, and has the power, authority and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to own its assets, properties and interests and to conduct its business as such business is now being conducted;

2. CLX does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity;

3. CLX is a "reporting issuer" in the provinces of British Columbia, Alberta, Ontario and Saskatchewan and is not in material default of its continuous disclosure obligations under the securities laws of such provinces;

4. the common shares of CLX are listed for trading (the "**Listing**") on the Exchange and CLX is not in material default of any of the listing requirements of the Exchange;

5. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of CLX, and this Agreement constitutes a legal, valid and binding obligation of CLX;

6. the authorized share capital of CLX consists of an unlimited number of common shares without par value and at the Time of Closing, except as contemplated by Section 5.3, Section 5.4, and Section 6.1(f), the issued share capital will not exceed the number of shares described in Schedule B, all of which shares are or will be at the Time of Closing validly issued, fully paid, and non-assessable;

7. the rights, privileges, restrictions and conditions attached to the CLX Shares are as set out in CLX's constating documents and under applicable corporate legislation;

8. except as set out in Schedule B, pursuant to the Financing and as otherwise contemplated by this Agreement, there are and will be at the Time of Closing no outstanding share purchase warrants, broker options, options or other rights or other arrangements under which CLX is bound or obligated to issue additional shares in its capital, share purchase warrants, broker options, options or other rights to acquire shares in its capital, and, to CLX's knowledge, none of the common shares of CLX are subject to the terms of any shareholder or voting trust agreement;

9. all disclosure documents of CLX filed under the Securities Laws of the Provinces of British Columbia, including, but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications (the "**CLX Disclosure Documents**") contain no untrue statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;

10. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of CLX, or any agreement or instrument or statute or law to which CLX is a party or by which any assets, properties or interests of CLX are bound or any order, decree, statute, regulation, covenant or restriction applicable to CLX;

11. CLX is the sole registered and beneficial owner of all of its assets;

12. all of the assets and material transactions of CLX have been properly recorded or filed in or with the books or records of CLX;

13. to the knowledge of CLX, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of CLX) pending or threatened by or against CLX or affecting CLX's assets at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and CLX is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;

14. all Material Contracts of CLX and all amendments and extensions thereof are listed in Schedule I, a true and complete copy of which has been made available to Agricola. CLX is not in default or breach of its obligations under any Material Contracts to which it is a party and to the knowledge of CLX, 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 CLX is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and, except for the Regulatory Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;

15. CLX has filed with appropriate taxation authorities, federal, state, provincial and local, all returns, reports and declarations which are required to be filed by it and has paid all Taxes which have become due and no taxing authority is asserting or has, to the knowledge of CLX threatened to assert, or has any basis for asserting against CLX any claim for additional Taxes or interest thereon or penalty;

16. the audited financial statements of CLX for the fiscal year ended September 30, 2014, and the unaudited interim financial statements for the nine month period ended June 30, 2015 (the "**CLX Financial Statements**"), copies of which have been filed publicly with the British Columbia, Alberta, Ontario and Saskatchewan Securities Commissions and are available on SEDAR, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of CLX for the periods then ended and the CLX Financial Statements have been prepared in accordance with international financial reporting standards applied on a consistent basis;

17. the books and records of CLX disclose all material financial transactions of CLX since June 30, 2015 and such transactions have been fairly and accurately recorded;

18. there are no material liabilities of CLX, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the CLX Financial Statements except those incurred in the ordinary course of business of CLX since June 30, 2015 and such liabilities are recorded in the books and records of CLX;

19. since June 30, 2015 there has not been any material adverse change of any kind whatsoever to the Listing or to the financial position or condition of CLX or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets or Listing of CLX or the right or capacity of CLX to carry on its business other than as disclosed in the CLX Financial Statements and the CLX Disclosure Documents;

20. to its knowledge, CLX is not in material breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever;

21. CLX is conducting and has since incorporation conducted its business in compliance with all Applicable Laws of each jurisdiction in which it carries on business;

22. except as disclosed in this Agreement, CLX has not incurred any liability for broker's or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement, other than in connection with the Financing;

23. the facts which are the subject of the representations and warranties of CLX contained in this Agreement comprise all material facts known to CLX which are material and relevant to its obligations hereunder or which might prevent it from meeting its obligations under this Agreement;

24. the corporate records of CLX are complete and accurate in all material respects;

25. since June 30, 2015 there has not been any material adverse change of any kind whatsoever to the Listing or to the financial position or condition of CLX or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets or Listing of CLX or the right or capacity of CLX to carry on its business other than as disclosed in the CLX Financial Statements and the CLX Disclosure Documents; and

26. to its knowledge, CLX is not in material breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.

SCHEDULE G TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

Representations and Warranties of the Agricola Shareholders

Each of the Agricola Shareholders represents, warrants and agrees as of the date hereof and at the Time of Closing that:

1. the Agricola Shareholder is and will be at the Time of Closing the legal and beneficial owner of the Agricola Shares of such Agricola Shareholder as set forth in Schedule A, and there are no Encumbrances on any such securities of Agricola;

2. the Agricola Shareholder has not incurred any liability for broker's or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;

3. the Agricola Shareholder has the right, power, capacity and authority to enter into this Agreement and to sell such Agricola Shareholder's Agricola Shares as contemplated herein. If the Agricola Shareholder is not an individual, the Agricola Shareholder is duly organized and validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is or is to become a party pursuant to the terms hereof and to perform its obligations hereunder and thereunder;

4. except for CLX's rights hereunder, no person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from the Agricola Shareholder of any of such Agricola Shareholder's Agricola Shares, as the case may be;

5. the execution, delivery and performance by the Agricola Shareholder of this Agreement and the execution, delivery and performance by the Agricola Shareholder, as the case may be, of or under any other agreements or instruments to which it is or is to become a party pursuant to the terms hereof, and the consummation of the transactions contemplated hereunder and thereunder:

   (a) if the Agricola Shareholder is not an individual, has been duly authorized by all necessary corporate action on the part of such Agricola Shareholder; and

   (b) if the Agricola Shareholder is not an individual, do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of, or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligation under: (A) any charter, by-law or trust deed instruments of the Agricola Shareholder as applicable, (B) any mortgage, note, indenture contract, instrument, lease, licence or permit to which the Agricola Shareholder is a party or by which the Agricola Shareholder is bound or to which any property or material assets of the Agricola Shareholder is subject, (C) any laws applicable to the Agricola Shareholder, or (D) any judgment, decree or order binding the Agricola Shareholder or its property or material assets;

6. this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement shall be at the Time of Closing, duly authorized, executed and delivered by the Agricola Shareholder and each shall be at the Time of Closing, a legal, valid and binding obligation of the Agricola Shareholder enforceable against the Agricola Shareholder in accordance with its terms;

7. each Agricola Shareholder represents that the person listed in the table below next to such Agricola Shareholder's name as to the "Legal and Beneficial Owner of the Agricola Shareholder" of such Agricola Shareholder is the owner of 100% of the legal and beneficial interest in such Agricola Shareholder:

Agricola Shareholder, Registered and Beneficial	**Legal and Beneficial Owner of the Agricola Shareholder**
Grupo Tierra Nueva LLC	Arturo Bickford
Legacy & Asset Management, Inc.	Carlos Rubén Herrera
Multatulli Sustainable Merchants, LLC	Marcus Meurs
Naetturland, Inc.	Luis Alberto Asturias
Omega S.A.	Arturo Bickford
Stuyvesant et Compagnie, Inc.	Cornelia Tennebroek

8. no consent, approval, order or authorization of, or registration or declaration with, any Governmental Authority with jurisdiction over the Agricola Shareholder is required to be obtained by such Agricola Shareholder in connection with the execution and delivery of this Agreement or the completion of the transactions contemplated herein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of the acquisition or otherwise prevent such Agricola Shareholder from performing its obligations under this Agreement.

**SCHEDULE H TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.**

[Not used]

SCHEDULE I TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

CLX Material Contracts

- On March 2, 2015, CLX entered into an agreement with Columbus Gold Corporation, pursuant to which CLX will transfer to Columbus Gold its 100% interest in the Mogollon project located in Catron County, New Mexico in consideration for the cancellation of debts owed by CLX to Columbus Gold of $437,642. The transaction is subject to the approval of the TSX Venture Exchange, which will require CLX to obtain disinterested shareholder approval of the transaction.

- CLX holds two State of Utah leases in respect of its Silver Dome property, which is located approximately 72 km (45 miles) northwest of Delta, Utah along the western margin of the Fish Springs Mountains. The first lease is dated October 1, 2006 with an annual lease payment of US$640 and the second lease is dated August 1, 2007 with an annual lease payment of US$694. Both leases have a 10 year term and are renewable for an additional ten years. Furthermore, a 4% and 8% gross production royalty is payable to the State of Utah on fissionable metalliferous minerals and non-fissionable metalliferous minerals, respectively. In addition, the Silver Dome property is subject to net smelter royalties of 1% payable to Cordilleran Exploration Company, LLC pursuant to an agreement dated effective September 1, 2007, as amended.

- The Clanton Hills property is located approximately 110 km west of Phoenix, Arizona. Subject to net smelter royalties of 2% payable to Cordilleran Exploration Company, LLC pursuant to an agreement dated effective September 1, 2007, as amended, CLX controls a 100% interest in the property.

- Management Services Agreement dated effective July 13, 2015 by CLX to engage the services of Marcus Meurs as Director of Sales and Distribution of CLX, such appointment to become effective following the Time of Closing. Mr. Meurs will receive a fee of CDN$8,000 per month, be granted 150,000 stock options, and be eligible for a discretionary bonus based on gross sales, as further described in the agreement.

- Management Services Agreement dated effective July 13, 2015 by CLX to engage the services of Arturo Bickford as Head of Operations of CLX, such appointment to become effective following the Time of Closing. Mr. Meurs will receive a fee of CDN$8,000 per month, be granted 150,000 stock options, and be eligible for a discretionary bonus based on plant operations and gross margins realized on products, processed, packed and shipped from the plant in Patzún, Guatemala; profitability of the agro-business; and overall operations including safety procedures and violations, as further described in the agreement.

SCHEDULE J TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

Agricola Financial Statements

See attached

Shareholder Loans

Agricola has no outstanding shareholder loans.

Agricola Nuova Terra Guatemala, S.A.

Financial Statements

For the Year Ended December 31, 2014
And
Three Months Ended March 31, 2015
(Unaudited)

(Stated in Canadian Dollars)

VANCOUVER
1500 – 1140 W. Pender Street
Vancouver, BC V6E 4G1
TEL 604.687.4747 | FAX 604.689.2778

TRI-CITIES
700 – 2755 Lougheed Hwy.
Port Coquitlam, BC V3B 5Y9
TEL 604.941.8266 | FAX 604.941.0971

WHITE ROCK
301 – 1656 Martin Drive
White Rock, BC V4A 6E7
TEL 604.531.1154 | FAX 604.538.2613

WWW.DMCL.CA

DMCL
DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

INDEPENDENTAUDITOR'S REPORT

To the Directors of Agricola Nuova Terra Guatemala, S.A.,

We have audited the accompanying financial statements of Agricola Nuova Terra Guatemala, S.A., which comprise the statement of financial position as at December 31, 2014, the statements of comprehensive loss, cash flows, and changes in shareholders' equity for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Agricola Nuova Terra Guatemala, S.A. as at December 31, 2014, and its financial performance and its cash flows for the year then ended in accordance with International Financial Reporting Standards.

Emphasis of Matter

Without modifying our opinion, we draw attention to Note 1 to the financial statements which describes matters and conditions that indicate the existence of a material uncertainty that may cast significant doubt about Agricola Nuova Terra Guatemala, S.A.'s ability to continue as a going concern.

DMCL

DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

Vancouver, Canada
August 19, 2015

Agricola Nuova Terra Guatemala, S.A.
Statement of Financial Position
(Expressed in Canadian Dollars)

	March 31, 2015 ($)	December 31, 2014 ($)
	(Unaudited)	
Assets		
Current assets		
Cash	1,020	44,791
Receivables	61,683	-
Inventories	206,294	158,791
	268,997	203,582
Non-current assets		
Property, plant and equipment (note 5)	3,916,757	3,646,486
	4,185,754	**3,850,068**
Liabilities and shareholders' equity		
Current liabilities		
Accounts payable	301,074	68,267
Accrued liabilities	97,724	22,342
	398,798	90,609
Non-current liabilities		
Due to Omega S.A. (note 6 & 10)	303,335	415,193
	702,133	505,802
Shareholders' equity		
Share capital (note 7)	648	648
Shares to be issued (note 7)	3,236,122	3,204,457
Reserves	877,529	579,310
Deficit	(630,678)	(440,149)
	3,483,621	3,344,266
	4,185,754	**3,850,068**

Nature of operations (note 1)
Commitments (note 12)

The accompanying notes are an integral part of these financial statements.

Approved by the Board of Directors

– Director

- Director

Agricola Nuova Terra Guatemala, S.A.
Statement of Comprehensive Loss
(Expressed in Canadian Dollars)

	Three months ended, March 31, 2015 ($)	Year ended, December 31, 2014 ($)
	(Unaudited)	
Revenues	766,586	228,571
Cost of sales (note 9)	657,093	248,915
Gross profit (loss)	109,493	(20,344)
Selling, general and administrative expenses (note 9)	181,223	146,528
Amortization (note 5)	57,368	16,911
Loss from operations	(129,098)	(183,783)
Other expenses	(61,431)	(256,366)
Net loss for the period	**(190,529)**	**(440,149)**
Other comprehensive income		
Currency translation gain	298,219	187,373
Total comprehensive income (loss) for the period	**107,690**	**(252,776)**

Loss per share information has not been presented.

The accompanying notes are an integral part of these financial statements.

Agricola Nuova Terra Guatemala, S.A.
Statement of Cash Flows
(Expressed in Canadian Dollars)

	Three months ended, March 31, 2015 ($)	Year ended, December 31, 2014 ($)
	(Unaudited)	
Operating activities		
Net loss for the period	(190,529)	(440,149)
Items not involving cash		
Amortization	57,368	16,911
Cash used in operating activities before changes in non-cash working capital	(133,161)	(423,238)
Changes in non-cash working capital		
Receivables	(206,582)	-
Inventories	(32,490)	(149,896)
Accounts payable	221,919	64,444
Accrued liabilities	71,837	21,089
Cash used in operating activities	(78,477)	(487,601)
Investing activities		
Property, plant and equipment	-	(254,693)
Cash used in investing activities	-	(254,693)
Financing activities		
Issuance of common shares	-	648
Shares to be issued	31,665	-
Contributions from Omega S.A.	-	391,937
Due to Omega S.A.	-	391,938
Cash from financing activities	31,665	784,523
Effect of foreign exchange on cash	3,041	2,562
Increase (decrease) in cash	(43,771)	44,791
Cash, beginning of period	44,791	-
Cash, end of period	**1,020**	**44,791**

The accompanying notes are an integral part of these financial statements.

Supplemental cash flow information

During the year ended December 31, 2014, the Company received property, plant and equipment valued at $3,204,457 from related parties, in exchange for shares to be issued.

During the three month period ended March 31, 2015, the Company assigned certain accounts receivable in the amount of $149,300 to Omega to reduce the Omega loan.

Agricola Nuova Terra Guatemala, S.A.
Statement of Comprehensive Loss
(Expressed in Canadian Dollars)

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	Number of shares	Share capital ($)	Shares to be issued ($)	Reserves ($)	Deficit ($)	Total ($)
Balance at January 1, 2014	-	-	-	-	-	-
Issuance of common shares	50	648	-	-	-	648
Acquisition of property, plant and equipment (note 7)	-	-	3,204,457	-	-	3,204,457
Contributions from Omega S.A. (note 10)	-	-	-	391,937	-	391,937
Comprehensive loss for the year	-	-	-	187,373	(440,149)	(252,776)
Balance at December 31, 2014	50	**648**	**3,204,457**	**579,310**	**(440,149)**	**3,344,266**
Shares to be issued	-	-	31,665	-	-	31,665
Comprehensive loss for the year	-	-	-	298,219	(190,529)	107,690
Balance at March 31, 2015 (Unaudited)	50	**648**	**3,236,122**	**877,529**	**(630,678)**	**3,483,621**

The accompanying notes are an integral part of these financial statements.

1. Nature of operations and going concern

Agricola Nuova Terra Guatemala S.A. ("Agricola" or the "Company") was incorporated under the Laws of Guatemala in October 2011 and its head office is located at Para el viernes 14 de agosto nuestra nueva direccion fiscal será:1 calle 3-25 zona 13 Pamplona, Ciudad capital Guatemala. Agricola specializes in the sourcing, processing and packaging of natural, organic and specialty food products and commenced full operations in March 2014.

These financial statements have been prepared on a going concern basis which implies that the Company will continue realizing its assets and discharging its liabilities in the normal course of business for the foreseeable future. Should the going concern assumption not continue to be appropriate, further adjustments to carrying values of assets and liabilities may be required. The operations of the Company were primarily funded by asset contributions and a loan from related parties. At March 31, 2015, the Company had a working capital deficiency of $129,801 (December 31, 2014 – working capital of $112,973) and an accumulated deficit of $630,678 (December 31, 2014 - $440,149). Accordingly, the ability of the Company to realize the carrying value of its assets and continue operations as a going concern is dependent upon its ability to obtain additional financing as needed, continued financial support from related parties, and ultimately on generating future profitable operations. The factors described may cast significant doubt about the Company's ability to continue as a going concern.

2. Basis of presentation

(a) Statement of compliance

These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"), and Interpretations of the International Financial Reporting Interpretations Committee ("IFRIC").

These financial statements of the Company were approved and authorized for issue by the Board of Directors on August 19, 2015.

(b) Basis of measurement

These financial statements have been prepared on the historical cost basis. In addition, these financial statements have been prepared using the accrual basis of accounting, except for cash flow information.

2. Basis of presentation - *continued*

(c) Use of estimates and judgments

Significant estimates and assumptions

The preparation of financial statements in accordance with IFRS requires management to make estimates and assumptions which affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company's management reviews these estimates and underlying assumptions on an ongoing basis, based on experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Revisions to estimates are adjusted for prospectively in the period in which the estimates are revised.

Estimates and assumptions where there is risk of material adjustments to assets and liabilities in future accounting periods include estimates of useful lives of depreciated and amortized assets and the recoverability and measurement of deferred tax assets and measurement of contingent liabilities.

Significant judgments

The preparation of financial statements in accordance with IFRS requires the Company to make judgments, apart from those involving estimates, in applying accounting policies. The most significant judgments in preparing the Company's financial statements include the assumption that the Company will continue as a going concern and the classification of financial instruments.

3. Significant accounting policies

(a) Revenue recognition

The Company recognizes revenue primarily from the sale of goods. Revenue on sales is recognized when the product is delivered to the customer and/or when the risks and rewards of ownership are otherwise transferred to the customer and when the price is fixed and determinable.

(b) Inventory

Inventory is valued at the lower of cost and net realizable value. All of the Company's inventory is comprised of packing material.

(c) Foreign currency translation

The presentation currency is Canadian dollar. The functional currency is the currency of the primary economic environment in which the entity operates and has been determined within the Company. The functional currency for the Company is the Guatemalan Quetzal. The functional currency determinations were conducted through an analysis of the consideration factors identified in IAS 21, *The Effects of Changes in Foreign Exchange Rates*. At the end of each reporting period, assets and liabilities of the Company are translated at the rate of exchange at the statement of financial position date. Revenues and expenses are translated at the exchange rates approximating those in effect on the date of the transactions. Exchange gains and losses arising on translation are reflected in other comprehensive income or loss for the year.

Transactions in currencies other than the Guatemalan Quetzals are recorded at exchange rates prevailing on the dates of the transactions. Revenues and expenses are translated at the exchange rates approximating those in effect on the date of the transactions. Exchange gains and losses arising on translation are reflected in profit or loss for the year.

3. Significant accounting policies - *continued*

(d) Impairment of long-lived assets

At each reporting date, the Company reviews the carrying amounts of its long-lived assets to determine whether there are any indications of impairment. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment, if any.

The recoverable amount of an asset is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. For the purpose of impairment testing, assets are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of cash inflows of other assets or groups of assets (the "cash-generating unit" or "CGU"). This generally results in the Company evaluating its non-financial assets on an exploration asset by exploration asset basis.

If the carrying amount of an asset or CGU exceeds its recoverable amount, the carrying amount of the asset or CGU is reduced to its recoverable amount. An impairment loss is recognized as an expense in the statement of comprehensive income (loss).

Impairment losses recognized in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reduced if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of amortization, if no impairment loss had been recognized.

(e) Property, plant and equipment

Recognition and measurement

Items of property, plant and equipment are recorded at cost, less accumulated depreciation and accumulated net impairment losses.

Cost includes expenditures that are directly attributable to the acquisition of the asset. The cost of self constructed assets includes the cost of materials and direct labour, any other costs directly attributable to bringing the assets to a working condition for their intended use, and borrowing costs on qualifying assets. During their construction, items of property, plant and equipment are classified as construction in progress. When the asset is available for use, it is transferred from construction in progress to the appropriate category of property, plant and equipment and depreciation of the item commences.

When parts of an item of property, plant and equipment have different useful lives, they are accounted for as separate items (major components) of property, plant and equipment.

Gains and losses on disposal of an item of property, plant and equipment are determined by comparing the proceeds from disposal with the net carrying amount of property, plant and equipment, and are recognized in net earnings.

Depreciation

Depreciation is calculated based on the depreciable amount, which is the cost of an asset less its residual value. Depreciation is recognized in net earnings on a straight-line basis over the estimated useful lives of each part of an item of property, plant and equipment, since this most closely reflects the expected pattern of consumption of the future economic benefits embodied in the asset.

3. Significant accounting policies - *continued*

The estimated useful lives for the current and comparative periods are as follows:

	Years
Buildings	20
Machinery and equipment	10 to 20
Furniture and other	10

(f) Finance income and expenses

Finance income comprises interest income on funds invested (including available-for-sale financial assets, gains on the disposal of available-for-sale financial assets and changes in the fair value of financial assets at fair value through profit or loss). Interest income is recognized as it accrues in profit or loss, using the effective interest method.

Finance expense comprises interest expense on borrowings and unwinding of the discount on provisions. Borrowing costs that are not directly attributable to the acquisition, construction or production of a qualifying asset are recognized in profit or loss using the effective interest method.

(g) Income taxes

Income tax is recognized in profit or loss except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity. Current tax expense is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at period end, adjusted for amendments to tax payable with regards to previous years.

Deferred income taxes are accounted for using the liability method of tax allocation. Under this method deferred income tax assets and liabilities are recognized for the tax consequences of temporary differences by applying substantively enacted statutory tax rates applicable to future years to differences between the financial statement carrying amounts and the tax bases of existing assets and liabilities.

The effect on deferred taxes for a change in tax rates is generally recognized in income in the period that includes the substantive enactment.

A deferred tax asset is recognized to the extent that it is probable that future taxable profits will be available against which the asset can be utilized. To the extent that the Company does not consider it probably that a deferred tax asset will be recovered, the deferred tax asset is reduced.

Deferred income tax assets and liabilities are offset when they relate to income taxes levied by the same taxation authority and the Company intends to settle its current tax assets and liabilities on a net basis. Current and deferred tax relating to items recognized directly in equity is recognized in equity and not in the statement of comprehensive loss.

(h) Loss per share

Loss per share has not been presented as the Company did not establish the intended authorized and issued share capital until after March 31, 2015. Refer to Note 7.

3. Significant accounting policies - *continued*

(i) Financial instruments

Financial assets

All financial assets are initially recorded at fair value and designated upon inception into one of the following four categories: held to maturity, available for sale, loans and receivables or at fair value through profit or loss ("FVTPL").

Financial assets classified as FVTPL are measured at fair value with unrealized gains and losses recognized through profit or loss. The Company's cash and cash equivalents is classified as FVTPL.

Financial assets classified as loans and receivables and held to maturity assets are measured at amortized cost. The Company's receivables are classified as loans and receivables. Financial assets classified as available for sale are measured at fair value with unrealized gains and losses recognized in other comprehensive income and loss except for losses in value that are considered other than temporary which are recognized in profit or loss.

Transaction costs associated with FVTPL financial assets are expensed as incurred, while transaction costs associated with all other financial assets are included in the initial carrying amount of the asset.

Financial liabilities

All financial liabilities are initially recorded at fair value and designated upon inception as FVTPL or other financial liabilities. The Company has not classified any financial liabilities as FVTPL.

Financial liabilities classified as other financial liabilities are initially recognized at fair value less directly attributable transaction costs. After initial recognition, other financial liabilities are subsequently measured at amortized cost using the effective interest rate method. The effective interest rate method is a method of calculating the amortized cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that discounts estimated future cash payments through the expected life of the financial liability, or, where appropriate, a shorter period. The Company's trade payables and accrued liabilities are classified as other financial liabilities.

Financial liabilities classified as FVTPL include financial liabilities held for trading and financial liabilities designated upon initial recognition as FVTPL. Derivatives, including separated embedded derivatives are also classified as held for trading and recognized at fair value with changes in fair value recognized in profit or loss unless they are designated as effective hedging instruments. Fair value changes on financial liabilities classified as FVTPL are recognized in profit or loss.

4. New accounting standards

A number of new standards, and amendments to standards and interpretations, are not yet effective for the three months ended March 31, 2015, and have not been applied in preparing these financial statements. Those that may have a significant effect on the financial statements of the Company are as follows:

(a) IFRS 9 – *Financial Instruments* ("IFRS 9")

This new standard is a partial replacement of IAS 39 "Financial Instruments: Recognition and Measurement". IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39. The approach in IFRS 9 is based on how an entity manages its financial instruments in the context of its business model and the contractual cash flow characteristics of the financial assets. The new standard also requires a single impairment method to be used, replacing the multiple impairment methods in IAS 39. IFRS 9 is effective for annual periods beginning on or after January 1, 2018.

(b) Other

Other accounting standards or amendments to existing accounting standards that have been issued but have future effective dates are either not applicable or are not expected to have a significant impact on the Company's financial statements.

(Expressed in Canadian Dollars)

5. Property, plant and equipment

	Buildings ($)	Machinery & Equipment ($)	Furniture and other ($)	Construction in progress ($)	Total ($)
Cost					
At January 1, 2014	-	-	-		-
Additions	1,489,180	1,866,693	68,208	35,069	3,459,150
Foreign exchange	88,362	110,761	4,047	2,080	205,250
At December 31, 2014	1,577,542	1,977,454	72,255	37,149	3,664,400
Foreign exchange	142,271	178,340	6,516	3,352	330,479
At March 31, 2015	1,719,813	2,155,794	78,771	40,501	3,994,879
Amortization					
At January 1, 2014	-	-	-	-	-
Amortization for the year	(6,205)	(10,138)	(568)	-	(16,911)
Foreign exchange	(368)	(601)	(34)	-	(1,003)
At December 31, 2014	(6,573)	(10,739)	(602)	-	(17,914)
Amortization for the period	(21,049)	(34,391)	(1,928)	-	(57,368)
Foreign exchange	(1,042)	(1,702)	(96)	-	(2,840)
At March 31, 2015	(28,664)	(46,832)	(2,626)	-	(78,122)
Net book value					
At December 31, 2014	**1,570,969**	**1,966,715**	**71,653**	**37,149**	**3,646,486**
At March 31, 2015 (unaudited)	**1,691,149**	**2,108,962**	**76,145**	**40,501**	**3,916,757**

The Company’s buildings are situated on land owned by a third party, which is subject to a lease (note 12).

(Expressed in Canadian Dollars)

6. Due to Omega S.A.

During the year ended December 31, 2014, Omega S.A. ("Omega"), a company owned by one of the founding shareholders of Agricola, loaned Agricola $415,913 (US$361,000) (the "Omega Loan"). The loan accrues interest at 8.5% per annum and repayment of the loan is due on October 31, 2016.

On March 31, 2015, the Company assigned certain accounts receivable in the amount of $149,303 to Omega, therefore, reducing the Omega Loan to $303,335 (US$242,844).

7. Share capital

(a) Common shares

Authorized – 50 common shares without par value.

At March 31, 2015, the Company had 50 (December 31, 2014 – 50) common shares issued and outstanding. Subsequent to March 31, 2015 the Company increased the authorized capital to 1,000,000 common shares which is subject to statutory approvals.

(b) Shares to be issued

During the year ended December 31, 2014, the Company received property, plant and equipment from related parties. The assets were valued at $3,204,457, which the Company will issue common shares to the related parties in exchange.

During the three months ended March 31, 2015, the Company received $31,665, and will issue common shares in exchange.

8. Segmented information and concentration of risk

The Company has one reportable business segment, being sourcing and value-added of conventional and organic fruits and vegetables. All assets are located in Guatemala, and all sales are exported. All sales were made to one customer during the three months ended March 31, 2015, and year ended December 31, 2014 (note 11).

9. Expenses

Cost of sales

	Three months ended, March 31, 2015 ($)	**Year ended, December 31, 2014 ($)**
	(Unaudited)	
Materials	224,795	54,324
Produce	321,126	157,050
Salaries and benefits	111,172	37,541
	657,093	**248,915**

(Expressed in Canadian Dollars)

9. Expenses - *continued*

Selling, general, and administrative expenses

	Three months ended, March 31, 2015 ($)	**Year ended, December 31, 2014 ($)**
	(Unaudited)	
Salaries and benefits	48,249	90,902
Overhead and other operating expenses	132,974	55,626
	181,223	**146,528**

10. Related party transactions

The following related party transactions were in the normal course of operations:

	Three months ended, March 31, 2015 ($)	**Year ended, December 31, 2014 ($)**
	(Unaudited)	
Acquisition of property, plant and equipment from Omega, a Company owned by one of the founding shareholders of the Company, in exchange for common shares to be issued	-	3,204,457
Contributions from Omega	-	391,937
Loan from Omega	-	391,938
Sales to Unifresh, a Company owned by one of the founding shareholders of the Company	766,586	228,571

The following summarizes amounts receivable or owed to each related party:

	March 31, 2015 ($)	**December 31, 2014 ($)**
	(Unaudited)	
Trade receivables from Unifresh	61,683	-
Due to Omega S.A.	(303,335)	(415,193)
	(241,652)	**(415,193)**

11. Financial risk and capital management

The Company's financial instruments are exposed to certain financial risks. The risk exposures and the impact on the Company's financial instruments at March 31, 2015 are summarized below. The Board of Directors reviews with management the principal risks affecting the Company and the systems that have been put in place to manage these risks.

(a) Credit risk

The credit risk exposure on cash is limited to their carrying amounts at the date of the statement of financial position. Cash is held as cash deposits with a creditworthy chartered bank in Guatemala. The risk is assessed as low.

(b) Liquidity risk

Liquidity risk arises from the Company's general and capital financing needs. The Company manages liquidity risk by attempting to maintain sufficient cash and cash equivalent balances. Liquidity requirements are managed based on expected cash flows to ensure that there is sufficient capital in order to meet short term obligations. As at March 31, 2015, the Company has a working capital deficiency of $129,801 (December 31, 2014 – working capital of $112,973).

(c) Market risks – interest rate

The Company does not have debt that is subject to interest rate risks, except for the loans from Omega.

(d) Customer purchases and concentration

The Company's one, and only customer, buys under purchase orders, and there are no long-term agreements with or commitments from this customer for the purchase of products. Agricola cannot provide assurance that its customer will maintain or increase its sales volumes or orders for the products or that it will be able to maintain or add to its existing customer base. Decreases in customers' sales volumes or orders for products may have a material adverse effect on the business, financial condition or results of operations.

The loss or cancellation of business with the Company's only customer could materially and adversely affect the business, financial condition or results of operations.

Sensitivity analysis

A 1% change in interest rates does not have a material effect to the Company's profit or loss and equity.

As the Company's functional currency is the Guatemalan Quetzal, and the presentation currency is the Canadian Dollar, changes in exchange rates between the two currencies may have an effect on the Company's profit or loss and equity. A +/- 10% change in the exchange rate between the Guatemalan Quetzal and Canadian Dollar can affect equity by approximately $280,000.

Capital management

The Company's objectives when managing capital are to ensure an optimal capital structure is maintained to reduce overall cost of capital and allowing flexibility to respond to changes in working capital requirements.

In the management of capital, the Company includes the components of shareholders' equity as well as cash and receivables.

The Company manages the capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust the capital structure, the Company may attempt to issue new shares, acquire or dispose of assets or adjust the amount of cash and investments.

(Expressed in Canadian Dollars)

11. Financial risk and capital management - *continued*

In order to facilitate the management of its capital requirements, the Company prepares annual expenditure budgets that are updated as necessary depending on various factors, including successful capital deployment and general industry conditions. The Board of Directors approves the annual and updated budgets. There have been no changes to the Company's capital management policies and procedures since the end of the most recent fiscal year.

Fair value

The fair value of the Company's financial instruments including cash, receivables and accounts payable approximates their carrying value due to the immediate or short term maturity of these financial instruments.

IFRS 7, *Financial Instruments: Disclosure* establishes a fair value hierarchy that prioritizes the input to valuation techniques used to measure fair value as follows:

- Level 1 – quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2 –inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices); and
- Level 3 – inputs for the asset or liability that are not based on observable market data (unobservable inputs).

The Company has determined the estimated fair values of its financial instruments based upon appropriate valuation methodologies.

12. Commitments

At March 31, 2015, the Company has the following minimum lease payments in connection with a land in use agreement and new farmland agreement, both located in Guatemala.

	US$	**CDN$**
Within one year	71,673	90,781
Between one and five years	387,700	491,061
After five years	563,202	713,352
	1,022,575	**1,295,194**

The aforementioned leases expire between 2025 and 2030.

SCHEDULE K TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

Agricola Intangible Property

None.

SCHEDULE L TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

Owned Equipment

(See Attached)

SCHEDULE "A"

Assets of Agricola:

AGRICOLA NUOVA TERRA, S.A.
ESTADO PATRIMONIAL
AL 31 DE MARZO 2015
TC 7.67 por 1 US$

ACTIVO	Q	
CORRIENTE (current)		
BANCOS (bank)	**Q 5,155**	**$ 672.03**
CUENTAS POR COBRAR (accounts receivable)	**Q 1,324,951**	**$ 172,744.59**
Cuentas por cobrar a productores	Q 21,000	$ 2,737.94
Fresh Organics LLC	Q 1,303,951	$ 170,006.65
NO CORRIENTE (non current)		
INMUEBLES (estate)	**Q 10,067,871**	**$ 1,312,629.86**
Edificio para producción y bodega planta	Q 5,940,000	$ 774,445.89
Edificio para oficinas	Q 2,530,000	$ 329,856.58
Garita de seguridad	Q 47,721	$ 6,221.77
Relleno y nivelaciones de terreno	Q 401,134	$ 52,299.09
Area de almacenaje de agua	Q 57,350	$ 7,477.18
Rampa de carga pesada	Q 197,501	$ 25,749.80
Bodega de acceso a planta	Q 59,870	$ 7,805.74
Drenajes externos y cistema para separación de sólidos	Q 78,632	$ 10,251.89
Pozos artesanales y tuberia de suministro	Q 83,423	$ 10,876.53
Bodega para banco de transformación	Q 46,876	$ 6,111.60
Pared perimetral, parqueos y áreas de tránsito pesado	Q 625,364	$ 81,533.77
MAQUINARIA, MOBILIARIO, EQUIPO Y OTROS ACTIVOS (furniture, equipment, machinery an	**Q 18,294,366**	**$ 2,385,184.59**
Certificaciones GG	Q 123,500	$ 16,101.69
Paneles importados de Turquía	Q 385,000	$ 50,195.57
Preparacion de terrenos en planta y mi pequeño Edén para invernaderos	Q 250,000	$ 32,594.52
Instalación de energía eléctrica 440 v	Q 616,000	$ 80,312.91
Planta generadora de corriente	Q 103,000	$ 13,428.94
Estudio de impacto ambiental	Q 60,000	$ 7,822.69
Licencias sanitarias	Q 4,000	$ 521.51
Licencia de exportación	Q 30,000	$ 3,911.34

Asesor Horst Schindler	Q	654,500	$	85,332.46
Gastos de constitución de sociedad	Q	30,103	$	3,924.77
Gastos de Arranque y ensayos agricolas en finca los encuentros	Q	881,329	$	114,906.00
Ingreso a régimen 29-89	Q	44,150	$	5,756.19
93 panels de refrigeración de acero inoxidable	Q	485,942	$	63,356.25
1 tanque D. Buffer 1PC 2000 litros de inercia	Q	125,977	$	16,424.65
97 paneles de refrigeración de acero inoxidable	Q	506,843	$	66,081.25
2800 canastillas	Q	214,760	$	28,000.00
1 pesadora multicabezal, vertical packain machine	Q	1,001,654	$	130,593.75
1 línea de lavado y secado de 400*400*180	Q	322,708	$	42,074.06
1 línea de lavado y secado de 2mm 2 perforated plates	Q	322,708	$	42,074.06
1 línea de lavado y secado de 1.5 mg long	Q	322,708	$	42,074.06
1 línea de lavado y secadeo double in feed belt	Q	322,708	$	42,074.06
1 clasificadora y calibradora de 4500* 1200mm	Q	363,184	$	47,351.25
1 evaporadora for cold stores	Q	116,390	$	15,174.65
13 panels de refrigeración	Q	5,225	$	681.25
1 piece shaker grader for round products	Q	86,176	$	11,235.40
5 evapaorators for cold store tipe kuba	Q	116,390	$	15,174.65
5 evapaorators for cold store tipe kuba	Q	116,390	$	15,174.65
1 feeding belt to multinead weigher	Q	352,843	$	46,003.06
1 metal detector	Q	228,206	$	29,753.06
1 10 multihead stainless stell IP65	Q	736,343	$	96,003.06
1 centrifuge type MSD	Q	263,226	$	34,318.90
2 roller inspection coveryors	Q	86,176	$	11,235.40
8 5 puertas cuarto frio y piezas de paneles modulares	Q	11,247	$	1,466.31
1 Estructura plataforma para pesadera en Acero	Q	44,438	$	5,793.75
16 juegos de protectores contra impacto	Q	7,415	$	966.80
1 Juego de partes de estructura cuarto frio	Q	37,267	$	4,858.75
1 Estructura para vibrador	Q	11,291	$	1,472.13
1 Estructura de iluminiación banda de seccion	Q	9,374	$	1,222.13
2 Bandejas para clasificacion de verduras	Q	11,681	$	1,523.00
1 Bomba Centrifuga	Q	8,437	$	1,100.00
3 Cilindros refrigerantes R407 C25L	Q	10,355	$	1,350.00

1 Formadora para maquina embolsadora	Q 30,887	$	4,027.00
1 parte de Cuello formado para prueba	Q 3,988	$	520.00
1 Bascula Elect 60*60 cm	Q 11,122	$	1,450.00
5 Extintores	Q 4,755	$	620.00
1 Estibadora Lift Knike E 685-R/D	Q 9,588	$	1,250.00
1 Escalera tipo Gato	Q 14,611	$	1,905.00
1 Bomba de evaluacion de bolsas	Q 70,181	$	9,150.00
1 Maquina desgranadora de legumbres	Q 85,068	$	11,091.00
1 Banda de selección	Q 384,267	$	50,100.00
1 Máquina Neumatica cortadora de coles	Q 8,054	$	1,050.00
1 Impresora Multifuncional	Q 1,918	$	250.00
1 Selladora Neumatica	Q 57,525	$	7,500.00
1 Soporte para contenedor	Q 19,213	$	2,505.00
1 Juego de tuberias y sus accesorios	Q 261,187	$	34,053.00
1 Juego de tableros electricos y sus accesorios	Q 61,820	$	8,060.00
5 lamparas electrocutadoras	Q 7,394	$	964.00
3 mesas de trabajo de acero	Q 34,630	$	4,515.00
1 estructura de cafeteria	Q 26,960	$	3,515.00
1 Unidad de Frio Chiller	Q 1,418,950	$	185,000.00
91,750 Bolsas plasticas para 10 libras	Q 300,626	$	39,195.00
80,896 Bolsas de Col de Brucelas para 5 libras	Q 166,823	$	21,750.00
20,000 bolsas English Peas Desgranada de 24 onz.	Q 76,700	$	10,000.00
22,752 bolsas Sugar Snpa por 5 libras	Q 22,243	$	2,900.00
27,806 Bolsas de Sugar Snap por Kilo	Q 73,985	$	9,646.00
24,500 Bolsas de Col de Brucelas por 1 Kilo	Q 107,648	$	14,035.00
3 Evaporadores Type Kuba GEA 56B91 Jed	Q 386,714	$	50,419.00
71 Piezas de Panels modulares de Acero	Q 373,491	$	48,695.00
87 accesorios para cuarto Frio	Q 175,980	$	22,944.00
1 Compresor de aire azul	Q 35,512	$	4,630.00
2 cables y conductores electricos coaxiales	Q 96,374	$	12,565.00
1 Estibadora Marca Lift Nile CAPC 2500 Kg	Q 4,794	$	625.00
5 lokers de 3 cuerpos	Q 13,192	$	1,720.00
1 autotransformador	Q 41,686	$	5,435.00

1 Bomba de agua pedrollo color naranja	Q	7,229	$	942.50
44,500 bolsas plasticas transparentes	Q	157,849	$	20,580.00
12231 cajas de carton	Q	63,278	$	8,250.00
2 impresoras epson TX136	Q	3,260	$	425.00
4 puertas de madera con marco	Q	1,304	$	170.00
2 Telefonos panasonic	Q	675	$	88.00
12 Canaletas de aluminio para cableado	Q	5,177	$	675.00
1 Rampa y accesorios electronicos	Q	3,145	$	410.00
1 conjunto de ropa para el frio	Q	1,918	$	250.00
16 sillas neumaticas de oficia	Q	4,142	$	540.00
12 sillas plasticas con herraje	Q	1,496	$	195.00
3 Mesas de cafeteria	Q	1,035	$	135.00
7 mesas tipo escritorios 6 pc	Q	4,832	$	630.00
Cromathógrafo	Q	1,190,000	$	155,149.93
Canastas para recolección de materia prima	Q	100,000	$	13,037.81
Costo de instalación de equipo de enfriamiento	Q	731,500	$	95,371.58
Romanas, lagartos, equipo de mantenimiento, balanzas, rampa de carga hidráulica, etc.	Q	300,000	$	39,113.43
Material de empaque	Q	1,750,000	$	228,161.67
Mesas de trabajo adquiridas en Guatemala	Q	100,000	$	13,037.81
Perfotec - Gastos de importación y traslado	Q	50,000	$	6,518.90
Total Activo	Q	29,692,342	$	3,871,231.07

SCHEDULE M TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

Employment Agreements

None. All plant employees of Agricola are employed on a “at-will” basis, with no formal written employment agreement.

**SCHEDULE N TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.**

List of Agricola Encumbrances

- The Omega Debt, in the amount of US$722,000, of which US$242,844 will be assumed by CLX as of the Time of Closing, and of which the remaining balance of US$479,156 will no longer be an Encumbrance of Agricola as of the Time of Closing.

**SCHEDULE O TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.**

Litigation

None.

SCHEDULE P TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

Insurance Policies

None.

SCHEDULE Q TO THE AGREEMENT
MADE AMONG COLUMBUS EXPLORATION CORPORATION, AGRICOLA NUOVA TERRA GUATEMALA, S.A. AND OMEGA S.A.

List of Employees

None.