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31 July 2013

Minatura International LLC. ("**MINTL**")
31225 La Baya Drive, Suite 200
Westlake Village, California 91301
Attention: Tod Turley, Chief Operations Officer

Minatura Gold ("**MGOL**")
31225 La Baya Drive, Suite 200
Westlake Village, California 91301
Attention: Tod Turley, Chief Operations Officer

Cordoba Holdings Corp. ("**CHC**")
31225 La Baya Drive, Suite 200
Westlake Village, California 91301
Attention: William Orchow, Chief Executive Officer

Sabre Metals Inc. ("**Sabre**")
155 Wellington Street West, Suite 2920
Toronto, Ontario M5V 3H1
Attention: Mario Stifano, Chief Executive Officer

Dear Sirs:

Cordoba Minerals Corp. ("**CMC**") confirms that:

(a) As at the date hereof, MINTL, MGOL, Mr. Bill Orchow ("**Orchow**") and Mr. Graham Warren ("**Warren**") are the registered and beneficial owners of all of the issued and outstanding shares (the "**CHC Shares**") of CHC not already held by CMC, with MINTL holding 18,508,840 CHC Shares, MGOL holding 10,791,860 CHC Shares, Orchow holding 157,500 CHC Shares and Warren holding 157,500 CHC Shares;

(b) CMC has agreed to purchase and each of MINTL, MGOL (on their own behalf and on behalf of Orchow and Warren) have agreed to sell to CMC the CHC Shares on and subject to the terms and conditions contained in this letter agreement (the "**Agreement**");

(c) The shareholders of Sabre (the "**Sabre Shareholders**") hold, in the aggregate, 31,025,000 common shares (the "**Sabre Shares**") of Sabre, representing all of the issued and outstanding Sabre Shares as of the date hereof, and CMC has agreed to purchase and Sabre has agreed to facilitate the sale of, the Sabre Shares on and subject to the terms and conditions contained in this Agreement;

(d) There are an aggregate of 26,221,722 common shares in the capital of CMC ("**CMC Shares**") issued and outstanding in the capital of CMC, plus stock options to acquire an additional 1,195,000 CMC Shares and share purchase warrants to purchase an additional 13,284,588 CMC Shares;

(e) The Parties hereto intend to carry out the transaction contemplated in this Agreement (the "**Transaction**") by way of a plan of arrangement under the provisions of the *Business Corporations Act* (British Columbia) whereby, among other things and subject to the terms of this Agreement, upon completion of the Transaction and before giving effect to the CMC Financing (as defined below), CMC will own, directly or indirectly, 100% of the issued and outstanding shares of each of CHC and Sabre, and MINTL and MGOL (together with Orchow and Warren, and any other shareholders of CHC at such time as a result of the MINTL Vendor Reorg and CHC Interest Sale, each as defined below (collectively, the "**CHC Shareholders**")) will own, in the aggregate, 36% of the then outstanding CMC Shares and the Sabre Shareholders as they exist at such time, will own 32% of the then outstanding CMC Shares; and

(f) CMC, MINTL, MGOL and CHC are parties to the Option Agreement (defined below) and have agreed to suspend the operation of time periods and payment obligations under the Option Agreement pending the completion of the Transaction as set forth below.

1.0 The Transaction.

1.1 Implementation.

(1) The Parties hereto agree that, on and subject to the terms and conditions of this Agreement, on or prior to the effective date of the closing of the Transaction (the "**Closing**"):

(a) Sabre shall have been continued (the "**Continuance**") from under the *Business Corporations Act* (Ontario) to the *Business Corporations Act* (British Columbia) (the "**Act**");

(b) CMC shall have incorporated a new, wholly-owned subsidiary under the Act ("**MergerSub**"), the sole purpose of which will be to complete a 'three-cornered' amalgamation with CHC and CMC on the Closing Date pursuant to the provisions of the Act;

(c) Pursuant to a plan of arrangement under the Act:

(i) MergerSub and CHC will amalgamate pursuant to the provisions of the Act and continue as one corporation ("**Amalco**");

(ii) each CHC Share held by a CHC Shareholder will be deemed to be transferred and assigned to CMC;

(iii) each Sabre Share held by a Sabre Shareholder will be deemed to be transferred and assigned to CMC, and

(iv) each security convertible into a Sabre Share or a CHC Share shall become a security convertible into a CMC Share on an equivalent basis.

(2) The Parties agree to use their commercially reasonable efforts, acting reasonably, to complete the Transaction in such a way as to provide mutually beneficial tax treatment to CMC, the CHC Shareholders and the Sabre Shareholders, provided that any changes to the structure of the Transaction to achieve such a result will not adversely affect any of the Parties or their respective rights and benefits under this Agreement and further provided that if the Parties cannot agree upon a structure for the Transaction that provides such mutually beneficial tax treatment, they will proceed on the basis of the plan of arrangement set out in Schedule A.

1.2 Purchase Price. The aggregate purchase price (the "**Purchase Price**") payable by CMC for the CHC Shares and the Sabre Shares is as follows:

(a) CMC will pay to MINTL (on its own behalf and on behalf of the other CHC Shareholders) the sum of US$5,000,000, and will issue to the CHC Shareholders CMC Shares equal to 36% of the CMC Shares outstanding at Closing, before giving effect to the CMC Financing (the "**MINTL Vendor Shares**") and 2,117,647 share purchase warrants of CMC, each of which will be exercisable to acquire one CMC Share at a price equal to the lesser of C$0.30 and the issue price of the CMC Shares issued pursuant to the CMC Financing for a period of two years from Closing (the "**MINTL Vendor Warrants**"); and

(b) CMC will issue to the Sabre Shareholders CMC Shares equal to 32% of the CMC Shares outstanding at Closing, before giving effect to the CMC Financing (the "**Sabre Vendor Shares**") and 1,882,353 share purchase warrants of CMC, each of which will be exercisable to acquire one CMC Share at a price equal to the lesser of C$0.30 and the issue price of the CMC Shares issued pursuant to the CMC Financing for a period of two years from Closing (the "**Sabre Vendor Warrants**").

1.3 Payment of Purchase Price. CMC shall pay, or cause to be paid, the Purchase Price as follows:

(a) to MINTL (on its own behalf and on behalf of the other CHC Shareholders, as MINTL may direct):

(i) US$1,000,000 upon execution of this Agreement (the "**Execution Payment**");

(ii) US$4,000,000 on the Closing Date (as defined below);

(iii) by the issuance of the MINTL Vendor Shares on the Closing Date; and

(iv) by the issuance of the MINTL Vendor Warrants on the Closing Date; and

(b) to the Sabre Shareholders by the issuance of:

(i) the Sabre Vendor Shares on the Closing Date; and

(ii) the Sabre Vendor Warrants on the Closing Date.

1.4 Pre-Closing Transactions. During the period from the execution of this Agreement until the Closing Date (the "**Interim Period**"), the Parties acknowledge that:

(a) MINTL, MGOL, Orchow and Warren may transfer their CHC Shares to a newly incorporated company ("**MINTL Newco**") the sole purpose of which will be to hold their respective CHC Shares (the "**MINTL Vendor Reorg**"). The Parties agree that if such MINTL Reorg is completed during the Interim Period, all rights, benefits and obligations of MINTL, MGOL, Orchow and Warren hereunder, as applicable, will become the rights, benefits and obligations of MINTL Newco. Notwithstanding the foregoing, a MINTL Vendor Reorg will not be completed if such MINTL Vendor Reorg would adversely affect any of CHC, the CHC Subsidiaries, CMC or Sabre or their respective rights and benefits under this Agreement;

(b) MINTL may, directly or indirectly, including through MINTL Newco, sell a minority interest in MINTL's and MGOL's interest in the CHC Shares prior to the Closing Date (a "**CHC Interest Sale**"). The Parties agree that if requested by MINTL they will consider and, provided that such CHC Interest Sale would not adversely affect any of CHC, the CHC Subsidiaries, CMC or Sabre or their respective rights and benefits under this Agreement, consent to the solicitation and any negotiation or entering into an agreement to sell and selling a minority interest in such CHC Shares to a third party. Notwithstanding the foregoing, the Parties will consent to a CHC Interest Sale to a financial purchaser provided that such sale would not materially adversely affect the Parties' respective rights and benefits under this Agreement. As a condition to any CHC Interest Sale, the acquirer will agree in writing with the Parties to be bound by the terms of the Option Agreement and this Agreement; and

(c) Sabre will raise at least C$1,000,000 in financing (the "**Sabre Financing**") and further acknowledge that such financing will not affect the respective post-Closing CMC Shares to be issued to the Parties pursuant to Section 1.3.

1.5 Definitions. In this Agreement:

(a) "**Closing Date**" means the date which is 5 business days after notification to the Parties that all conditions of the Conditional Approval have been satisfied, or such earlier or later date as may be agreed to in writing by the Parties;

(b) "**CHC Business**" means the business currently carried on by CHC and the CHC Subsidiaries, which involves the indirect ownership and exploration of the CHC Property, including the operations carried on in accordance with the Option Agreement;

(c) "**CHC Property**" means the property, permits, licenses and other rights comprising CHC's project located in the Department of Cordoba, Colombia, as further described in Schedule F;

(d) "**CHC Subsidiaries**" means Cordoba Minerals Holdings Ltd. and Minerales Cordoba S.A.S.;

(e) "**CMC Financing**" has the meaning given in Section 5.1(g);

(f) "**CMC Shares**" means common shares in the capital of CMC as currently constituted;

(g) "**CMC Warrants**" means collectively, the MINTL Vendor Warrants and the Sabre Vendor Warrants;

(h) "**Conditional Approval**" means the applicable conditional approvals of the Exchange with respect to the Transaction, including the listing on the Exchange of the MINTL Vendor Shares and the Sabre Vendor Shares and the CMC Shares issuable upon exercise of the CMC Warrants;

(i) “**Exchange**” means the TSX Venture Exchange;

(j) “**MINTL Percentage**” means the percentage of the issued and outstanding CMC Shares owned beneficially by MINTL, MGOL and their affiliates collectively at any given time and is calculated by multiplying 100 by a fraction, the numerator of which is the aggregate number of CMC Shares owned beneficially by MINTL, MGOL and their affiliates and the denominator of which is the number of then outstanding CMC Shares;

(k) “**Option Agreement**” means the option agreement dated March 30, 2012 among MINTL, MGOL, CMC and CHC;

(l) “**Parties**” means, collectively, CMC, CHC, MINTL, MGOL and Sabre and “**Party**” means any one of them;

(m) “**Sabre Business**” means the business currently carried on by Sabre, which involves the ownership and the exploration of the Sabre Property;

(n) “**Sabre Financing**” has the meaning given in Section 1.4(c); and

(o) “**Sabre Property**” means the San Matias Property, which is an adjacent property to the CHC Property, as further described in Schedule G.

2.0 Definitive Agreement. The Parties agree to negotiate in good faith and use their commercially reasonable efforts to enter into a definitive agreement providing for the Transaction (the “**Definitive Agreement**”) as soon as practicable after the date hereof. The Definitive Agreement shall be consistent with the terms hereof and shall include customary terms and conditions (including the representations and warranties, covenants, conditions and completion mechanics contained herein to the extent still applicable), for a transaction of this nature. The Parties agree, however, that regardless of whether a Definitive Agreement is ever entered into, the terms and conditions set out in this Agreement are valid and binding upon each of them and the Transaction will be effected in accordance with the terms hereof. Each of the Parties will use commercially reasonable efforts to satisfy or cause to be satisfied all the conditions precedent set out herein and will use commercially reasonable efforts to cause the Transaction to be completed.

3.0 Representations and Warranties

3.1 Mutual Representations and Warranties. Each of the Parties represent and warrant to the other Parties as to those matters set out in Schedule B.

3.2 Representations and Warranties of MINTL and MGOL. MINTL and MGOL jointly represent and warrant to CMC and Sabre as to those matters set out in Schedule C.

3.3 Representations and Warranties of Sabre. Sabre represents and warrants to CMC, MINTL and MGOL as to those matters set out in Schedule D.

3.4 Representations and Warranties of CMC. CMC represents and warrants to Sabre, MINTL and MGOL as to those matters set out in Schedule E.

4.0 Covenants, Acknowledgements and Agreements

4.1 Mutual Covenants. Each Party covenants and agrees with the other Parties as follows:

(a) it shall, and shall cause each of its affiliates to, perform all obligations required to be performed by it under this Agreement, cooperate with each other Party in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the Transaction contemplated in this Agreement;

(b) it shall ensure that it and each of its affiliates do not take any action that would cause any of the representations and warranties applicable to it in this Agreement to become untrue on the Closing Date except (i) with respect to Sabre, changes to its representations and warranties resulting from the completion of the Sabre Financing, (ii) with respect to CMC, changes to its representations and warranties resulting from completion of the CMC Financing and (iii) with respect to MINTL and MGOL, changes to its representations and warranties resulting from completion of the MINTL Vendor Reorg or CHC Interest Sale; and

(c) it shall promptly advise the other Parties in writing of any event, condition or circumstance that might reasonably be expected to cause any representation or warranty of such Party contained in this Agreement to be untrue or inaccurate on the Closing Date, to cause any covenant not to be fulfilled, or cause any breach of this Agreement or any material adverse change affecting the Party or their assets.

4.2 Actions During the Interim Period.

(1) During the Interim Period, each of CHC, Sabre and the Purchaser shall, and CHC shall cause the CHC Subsidiaries to, (i) operate their respective businesses in the ordinary course and in compliance with applicable law and the terms and conditions of all contracts relating to such business (including this Agreement and the Definitive Agreement), and in a manner that maintains relations with persons material to the operation of such business or the CHC Property or Sabre Property, as applicable, and (ii) maintain and keep their respective businesses in good standing in all material respects.

(2) During the Interim Period, no Party shall (and CHC shall ensure that no CHC Subsidiary shall) except as otherwise contemplated in this Agreement:

(a) amend its articles or by-laws or other constating document adopted or filed in connection with its creation, formation or organization;

(b) directly or indirectly, declare, set aside for payment or pay any dividend or make any other payment or distribution on or in respect of any of its shares;

(c) redeem, purchase, retire or otherwise acquire, directly or indirectly, any of its shares;

(d) issue or sell any shares or other securities or issue, sell or grant any option, warrant or right to purchase any of its shares or other securities or issue any security convertible into its shares, grant any registration rights or otherwise make any change to its authorized or issued share capital;

(e) enter into any contract or any other transaction not in the ordinary course of business;

(f) terminate, cancel, modify or amend in any material respect or receive notice or a request for termination, cancellation, modification or amendment of any material contract or take or fail to take any action that would entitle any party to a material contract to terminate, modify, cancel or amend any such material contract;

(g) cancel or waive any debt, claim or other right with a value to the Party or its business;

(h) purchase or otherwise acquire any interest in any securities of any other person;

(i) make any capital expenditure or authorize any capital expenditure or make any commitment for the purchase, construction or improvement of any capital assets except in the ordinary course of business; or

(j) authorize or agree or otherwise become committed to do any of the foregoing.

4.3 Other Covenants.

(a) CMC will:

(i) as soon as reasonably practicable convene and hold a special meeting of its shareholders to consider, and if deemed appropriate, approve the Transaction, the issuance of CMC Shares and CMC Warrants in connection with the Transaction, a consolidation of the CMC Shares on a 2-to-1 basis following the Closing Date (the "**Consolidation**") and such other matters that the Parties may agree upon (the "**CMC Meeting**");

(ii) prepare the management information circular for the CMC Meeting (the "**Circular**"), together with any other documents required in connection with the approval of the Transaction at the CMC Meeting, and CMC shall give MINTL, MGOL and Sabre a reasonable opportunity to review and comment on the Circular; and

(iii) solicit proxies in favour of approval of the Transaction.

(b) As soon as practicable following the execution of this Agreement, and not later than September 15, 2013, Sabre shall commence and thereafter until the Closing Date shall make commercially reasonable efforts to continue to advance, the drilling of two exploration drill holes on the Sabre Property and shall, as soon as practicable, share the results of such drill program with the other Parties. During the Interim Period, the Parties will meet at least once per calendar quarter to review, discuss and consult upon the results and plans for the drill program.

(c) Each of MINTL, MGOL and Sabre shall take all steps necessary to provide, in a timely manner, all information as may be reasonably requested by CMC or as required by applicable laws (including the rules of the Exchange) to be disclosed in the Circular with respect to each such Party, the CHC Property and the Sabre Property, as the case may be, and their respective businesses, properties, directors, officers and affiliates, including audited financial statements, if required, so that the Circular will provide full, true and plain disclosure of all material facts relating to the Transaction and the business and properties of CMC upon completion of the Transaction.

(d) During the Interim Period, MINTL and CHC shall use commercially reasonable efforts to seek the conversion of the Mining Applications into Mining Concessions (each as defined in the Option Agreement) and to ensure that the Mining Applications (except to the extent so converted prior to the Closing Date) and all the Mining Concessions are maintained in good standing.

(e) Sabre shall take all steps necessary to prepare or procure and provide to CMC within 60 days of execution of this Agreement, a technical report with respect to the Sabre Property prepared in accordance with the requirements of NI 43-101 (including independence requirements) or a technical report prepared in accordance with the requirements of NI 43-101 with respect to the Sabre Property and one or more of the CHC Property and the properties of CMC.

(f) Sabre shall take all steps necessary to prepare or procure as promptly as practicable and in any event not less than 30 days after the execution of this Agreement, an amendment to the agreement between Sabre and Bullet Holding Corp. dated March 30, 2012 (the "**Grupo Agreement**"), pursuant to which amendment the obligation under the Grupo Agreement for Sabre to pay to Bullet Holding Corp. C$2,000,000 (and any other payments due within 12 months of the Closing Date) will be delayed until the date which is 12 months after the Closing Date (the "**Grupo Agreement Amendment**").

4.4 Option Agreement.

(a) MINTL, MGOL, CHC and CMC agree that the entering into of this Agreement will constitute an event of Force Majeure for the purposes of, and as defined in, the Option Agreement, and the period of time during which the Force Majeure will be deemed to remain in effect shall begin on the date of this Agreement and end on the earlier of (i) the Closing Date; and (ii) in the event this Agreement or the Definitive Agreement, as the case may be, is terminated, the date specified in Section 4.4(d) (the "**Extension Period**"). During such Extension Period, the right to exercise the Option and the requirement to incur Exploration Expenditures (as defined in the Option Agreement) within certain time periods, will be suspended. All Exploration Expenditures incurred by CMC during the Extension Period will be credited towards any expenditure commitments under the Option Agreement if this Agreement is terminated.

(b) CMC and MINTL agree that, pursuant to the terms of the Option Agreement, a Work Program and Budget (as defined in the Option Agreement) for the work to be undertaken on the CHC Property during the Extension Period shall be submitted to the Operating Committee (as defined in the Option Agreement) as soon as practicable after the date of this Agreement, with any such Work Program and Budget to be subject to the approval of Sabre, acting reasonably; *provided that* Sabre will consent to, and CMC will implement and fund, a Work Program and Budget that at a minimum includes maintenance of existing infrastructure and preliminary exploration activity and the reasonable expenses of preparing financial statements of CHC in connection with the Transaction as contemplated by this Agreement.

(c) MINTL, MGOL, CHC and CMC agree that, effective at Closing, (i) the Option Agreement shall be automatically terminated without further action by the Parties to the Option Agreement, and (ii) execution of this Agreement shall constitute written waiver by each of MINTL, MGOL and CHC of the requirements under the Option Agreement for CMC to (A) deliver written notice of termination thirty (30) days prior to the date of termination; and (B) pay the Termination Payment (as such term is defined in the Option Agreement).

(d) If this Agreement (or the Definitive Agreement, as applicable) is terminated because:

(i) any one of MINTL, MGOL or CHC have not satisfied one of the conditions of Closing required to be satisfied by them set out in Sections 5.1(h) or (i), 5.2(a) to (d) or 5.3, the Extension Period shall end on the date of repayment by MINTL to CMC of the Execution Payment;

(ii) CMC has not satisfied one of the conditions of Closing required to be satisfied by it set out in Sections 5.1(a), (b), (d) to (i) or 5.5, the Extension Period shall end on the date this Agreement or the Definitive Agreement has been terminated in respect of all Parties and:

(A) the time period to complete any obligations to be performed by CMC, MINTL, MGOL and CHC under the Option Agreement, including the right to exercise the Option and the requirement to incur Exploration Expenditures, shall be extended by a period of time equal to the Extension Period, and

(B) the Initial Expenditure Amount of C$5,000,000 (as defined in the Option Agreement) shall be reduced to C$4,000,000, the Execution Payment will be considered an advance against the MINTL Cash Payment (as defined in the Option Agreement); and the additional exploration expenditures required pursuant to Section 2.5(c) of the Option Agreement shall be increased from C$10,000,000 to C$11,000,000; and

(iii) Sabre has not satisfied one of the conditions of Closing required to be satisfied by it set out in Sections 5.1(c), (h) and (i), 5.2(a) and (e) to (h) or 5.4(b) to (e), the Extension Period shall end on the date this Agreement or the Definitive Agreement is terminated and:

(A) the time period to complete any obligations to be performed by CMC, MINTL, MGOL and CHC under the Option Agreement, including the right to exercise the Option and the requirement to incur Exploration Expenditures, shall be extended by a period of time equal to the Extension Period,

(B) the Initial Expenditure Amount of C$5,000,000 (as defined in the Option Agreement) shall be reduced to C$4,000,000, the Execution Payment will be considered an advance against the MINTL Cash Payment (as defined in the Option Agreement); and the additional exploration expenditures required pursuant to Section 2.5(c) of the Option Agreement shall be increased from C$10,000,000 to C$11,000,000; and

(C) Sabre will, within 30 days after termination of this Agreement, pay to CMC C$500,000.

(e) Upon termination of the Option Agreement pursuant to Section 4.4(c), above, the 5,000,000 common share purchase warrants to purchase CMC Shares issued by CMC to MINTL in connection with the Option Agreement (the "**Option Agreement Warrants**") shall be automatically cancelled and shall no longer represent any right to purchase any securities of CMC.

(f) Effective at Closing, each of MINTL, MGOL, CHC and CMC will also execute a termination agreement terminating the Escrow Agreement (as defined in the Option Agreement).

4.5 Non-Solicitation. Subject to Sections 1.4(a) and (b), on and after the date of this Agreement, MINTL, MGOL and Sabre and each of their affiliates shall not, directly or indirectly, through any director, officer, employee, advisor or other representative: (i) make, solicit, initiate or encourage enquiries from, or the submission of any proposal or offer from, any person (other than CMC or its affiliates); or (ii) participate in any negotiations or discussions regarding, or furnish to any other person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage any effort or attempt by any other person to do or seek to do any of the foregoing, in each case in respect of a sale, merger, amalgamation or other business combination or similar transaction affecting CHC, the CHC Subsidiaries, Sabre, the CHC Property or the Sabre Property. To the extent any such discussions or negotiations have occurred with third parties with respect to CHC, the CHC Subsidiaries, Sabre, the CHC Property or the Sabre Property prior to the date hereof, they shall be terminated immediately by MINTL, MGOL, Sabre, CHC or their respective affiliates or representatives, as applicable. MINTL, MGOL, Sabre or CHC receive any proposal from any person during the period between the signing of this Agreement and the Closing for such a transaction involving CHC, the CHC Subsidiaries, Sabre, the CHC Property or the Sabre Property or any request for information about CHC, the CHC Subsidiaries, Sabre, the CHC Property or the Sabre Property, the applicable Party shall immediately notify CMC and the other Parties of such proposal or request and the terms thereof.

4.6 Directors and Management of CMC Post Closing.

(a) CMC shall reconstitute its board of directors such that, at the time of Closing, the board of directors will be comprised of seven members, who shall be nominated as follows: (i) two nominees to the board of directors to be named by MINTL, at least one of whom is an independent director within the meaning of applicable laws; (ii) two nominees to the board of directors to be named by CMC, at least one of whom is an independent director within the meaning of applicable laws; (iii) two nominees to the board of directors to be named by Sabre, at least one of whom is an independent director within the meaning of applicable laws; and (iv) one nominee to the board of directors jointly selected by the nominees of MINTL, CMC and Sabre, acting reasonably and using best efforts to agree to such nominee, which nominee shall be an independent director within the meaning of applicable laws.

(b) The President and Chief Executive Officer of CMC will be Mario Stifano. The board of directors and the management teams of each of CHC and the CHC Subsidiaries will be appointed as directed by the President, after consultation with the other Parties and after having given due consideration to appointing existing employees or consultants of CHC and the CHC Subsidiaries provided that MINTL's personnel in Colombia will initially lead all administrative, legal, social and environmental matters in Colombia.

(c) So long as MINTL and MGOL together own at least 20% of the issued and outstanding CMC Shares, they will have the right to nominate two appointees for the CMC board of directors. So long as MINTL and MGOL together own at least 10% but less than 20% of the issued and outstanding CMC Shares, they will have the right to nominate one appointee for the CMC board of directors.

4.7 Post Transaction Consolidation. Following the Closing Date, the board of directors of CMC will consider, and if thought fit, seek to implement the Consolidation.

4.8 Pre-Emptive Right.

(a) After the Closing and for so long as the MINTL Percentage is 15% or greater, if CMC proposes to issue pursuant to a private placement any common shares or securities that are convertible into, exchangeable for or exercisable to acquire CMC Shares ("**New CMC Securities**"), MINTL shall be entitled (but not required) to concurrently purchase up to the lesser of the MINTL Percentage or 25% of such New CMC Securities ("**Participation Right Securities**") on the same terms and at the same price at which the New CMC Securities are issued to other Person(s) ("**Third Party Purchasers**"), subject to the approval of the Exchange.

(b) CMC shall give MINTL written notice of any proposed issuance of New CMC Securities at least ten Business Days prior to the proposed date of issuance thereof. Such notice shall set out the material terms of the proposed issuance, including the proposed issue price.

(c) Within five Business Days following receipt of the notice contemplated in Section 4.8(b), MINTL shall provide written notice to CMC of the number of New CMC Securities or the percentage of such issuance, if any, it intends to purchase in connection with the proposed transaction. If CMC does not receive any notice from MINTL within such five Business Day period referred to in this Section 4.8(c), MINTL shall be deemed to have waived its rights to acquire any New CMC Securities under this Section 4.8 and CMC shall be entitled, within the period of 90 days following the expiry of such five Business Day period, to complete the proposed issuance of New CMC Securities to the Third Party Purchasers on terms and conditions no less favourable to CMC than those contained in the notice provided to MINTL pursuant to Section 4.8(b). If no such transaction is completed within such 90 day period, CMC will be required to again comply with the provisions of this Section 4.8 before completing such transaction.

(d) If CMC receives within the five Business Day period referred to in Section 4.8(c) written notice from MINTL that it wishes to purchase some or all of the New CMC Securities which it is entitled to purchase under Section 4.8(a), then subject to the approval of the Exchange (which CMC shall use reasonable commercial efforts to promptly obtain) and any shareholder approvals which may be required under applicable laws, CMC shall be obligated to issue to MINTL, and MINTL shall be obligated to purchase from CMC, such New CMC Securities concurrently with the completion of the issuance of such New CMC Securities to the Third Party Purchasers.

(e) Nothing in this Section 4.8 shall provide MINTL with any rights to acquire any securities of CMC which are being issued (i) solely as consideration for the acquisition by CMC or its affiliates of assets from persons dealing at arm's length to CMC and not as a financing transaction for CMC (ii) under any equity compensation plan in respect of directors, officers, employees or consultants of CMC or (iii) upon the exercise of other outstanding convertible securities of CMC.

(f) CMC shall use commercially reasonable efforts to obtain any and all approvals of the Exchange and the shareholders of CMC under the rules of the Exchange or any other applicable laws in order for MINTL to obtain the full benefit of its rights under this Section 4.8 to purchase Participation Right Securities. CMC will duly convene and hold any meeting of the shareholders as may be necessary to obtain the approval of the shareholders of CMC under applicable laws in order for MINTL to obtain the full benefit of its rights under this Section 4.8 to purchase Participation Right Securities, and, except where it is determined by the board of directors, acting reasonably, that such recommendation would not be a proper exercise of the directors' fiduciary duties, will recommend to the shareholders of CMC that they vote in favour of any such resolution or proposal in respect of the rights of MINTL under this Section 4.8 and the issuance of shares to MINTL in connection therewith. Notwithstanding any determination not to recommend the shareholders of CMC that they vote in favour of any such resolution or proposal in respect of the rights of MINTL under this Section 4.8 and the issuance of shares to MINTL, CMC shall continue to seek any and all approvals of the Exchange or under applicable laws for such matters.

4.9 Area of Interest. After Closing, any mining concessions or other mineral, surface or water rights or interests that are acquired or applied for by a Party that are: (a) located wholly or in part within ten (10) kilometres of the outer boundaries of the CHC Property or the Sabre Property, or (b) acquired through use of Confidential Information or the information obtained as a result of any work conducted by any Party or their affiliates on the CHC Property or the Sabre Property, will, for all purposes, be considered to form part of the properties held by CMC and, if such mining concessions or other mineral, surface or water rights or interests are acquired after the Closing Date, the actual out-of-pocket acquisition costs will be reimbursed by CMC.

5.0 Conditions Precedent.

5.1 Mutual Conditions Precedent. The respective obligations of the Parties hereto to consummate the Transaction shall be subject to the satisfaction of the following conditions at or before the time of Closing, each of which may only be waived by the mutual consent of the Parties:

(a) no provision of any applicable laws and no judgment, injunction, order or decree shall be in effect which (i) restrains or enjoins or otherwise prohibits the consummation of the transaction contemplated by this Agreement; or (ii) seeks to impose limitations on the ability of CMC to acquire or hold, or exercise full rights of ownership of, the CHC Shares or the Sabre Shares after the Closing;

(b) the Transaction, with or without amendment, shall have been approved at the CMC Meeting and conditionally approved by the Exchange;

(c) the Transaction, with or without amendment, and the Continuance shall have been approved at the meeting of the shareholders of Sabre (the "**Sabre Meeting**");

(d) the MINTL Vendor Shares and Sabre Vendor Shares shall have been issued as fully paid, non-assessable CMC Shares, free and clear of all encumbrances, other than escrow or other resale restrictions that may be applied pursuant to applicable securities laws or Exchange rules, and such shares will be approved for listing on the Exchange, subject to customary conditional listing requirements;

(e) the CMC Warrants shall have been issued free and clear of all encumbrances other than resale restrictions that may be applied pursuant to applicable securities laws or Exchange rules, and the CMC Shares issuable upon exercise of the CMC Warrants will be approved for listing on the Exchange, subject to customary listing requirements;

(f) the distribution of the MINTL Vendor Shares, the MINTL Vendor Warrants, the Sabre Vendor Shares and the Sabre Vendor Warrants shall be exempt from the prospectus and registration requirements of Canadian securities law;

(g) a pre-Transaction financing shall have been completed to raise net proceeds of not less than US$3 Million (the "**CMC Financing**") and such proceeds shall be held in escrow to be released at Closing;

(h) the required regulatory approvals and any required material consents shall have been obtained and be in full force and effect; and

(i) each of the representations and warranties of the Parties will be true and correct as of the Closing Date with the same effect as if made on and as of the Closing Date and each of the covenants to have been fulfilled by a Party shall have been fulfilled by such Party as of the Closing Date except (i) with respect to Sabre, changes to its representations and warranties resulting from the completion of the Sabre Financing, (ii) with respect to CMC, changes to its representations and warranties resulting from the CMC Financing, and (iii) with respect to MINTL and MGOL, changes to its representations and warranties resulting from (A) the MINTL Vendor Reorg and the CHC Interest Sale, or (B) any cancellation or rejection of any of the Mining Applications, provided that such cancellation or rejection is not as a result of any breach by MINTL, MGOL or CHC of Section 4.3(e) hereof.

5.2 CMC's Conditions Precedent. CMC shall not be obligated to complete the purchase of the CHC Shares or the Sabre Shares unless, at or before the time of Closing:

(a) each of the other Parties shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the time of Closing and shall have delivered such other agreements and documents as is customary and required in order to complete the Transaction;

(b) MINTL delivers a title report prepared by its independent legal counsel, addressed to, and satisfactory to, CMC acting reasonably, with respect to the CHC Property;

(c) MINTL delivers an opinion of its independent legal counsel, addressed to, and satisfactory to, CMC acting reasonably, as to the ownership and status of CHC and each of the CHC Subsidiaries;

(d) Sabre delivers the Grupo Agreement Amendment;

(e) Sabre delivers the Sabre Technical Report in accordance with Section 4.3(e), together with all necessary certificates and consents of the qualified persons who participated in the preparation of the Sabre Technical Report;

(f) Sabre delivers a title report prepared by its independent legal counsel, addressed to, and satisfactory to, CMC acting reasonably, with respect to the Sabre Property;

(g) Sabre delivers an opinion of its independent legal counsel, addressed to, and satisfactory to, CMC acting reasonably, as to the ownership and status of Sabre and any of its subsidiaries; and

(h) Sabre shall have completed the Sabre Financing.

5.3 Sabre's Conditions Precedent. Sabre shall not be obligated to complete the Transaction unless, at or before the time of Closing:

(a) each of the other Parties shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the time of Closing and shall have delivered such other agreements and documents as is customary and required in order to complete the Transaction;

(b) MINTL delivers a title report prepared by its independent legal counsel, addressed to, and satisfactory to, Sabre acting reasonably, with respect to the CHC Property;

(c) MINTL delivers an opinion of its independent legal counsel, addressed to, and satisfactory to, Sabre acting reasonably, as to the ownership and status of CHC and each of the CHC Subsidiaries; and

(d) MINTL delivers such documents of authorization, stock transfer powers, corporate resolutions or other documents required under applicable law in order to give effect to the transfer to CMC of the CHC Shares (and any outstanding convertible securities of CHC) held by Orchow and Warren and any other CHC Shareholder existing at such time.

5.4 MINTL's and MGOL's Conditions Precedent. MINTL and MGOL shall not be obligated to complete the Transaction unless, at or before the time of Closing:

(a) each of the other Parties shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the time of Closing and shall have delivered such other agreements and documents as is customary and required in order to complete the Transaction;

(b) Sabre delivers the Grupo Agreement Amendment;

(c) Sabre delivers the Sabre Technical Report in accordance with Section 4.3(e), together with all necessary certificates and consents of the qualified persons who participated in the preparation of the Sabre Technical Report;

(d) Sabre delivers a title report prepared by its independent legal counsel, addressed to, and satisfactory to, MINTL acting reasonably, with respect to the Sabre Property;

(e) Sabre delivers an opinion of its independent legal counsel, addressed to, and satisfactory to, MINTL acting reasonably, as to the ownership and status of Sabre and any of its subsidiaries; and

(f) Sabre shall have completed the Sabre Financing.

5.5 Vendors' Conditions Precedent. Each of MINTL, MGOL and Sabre shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the time of Closing CMC shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the time of Closing, including payment of the Purchase Price, and shall have delivered such other agreements and documents as is customary for and required in order to complete the Transaction.

6.0 Termination.

6.1 This Agreement may be terminated on or prior to the Closing:

(a) by the mutual written agreement of CHC, MINTL, MGOL, Sabre and CMC;

(b) upon notice by one Party to the other Parties:

(i) if the Transaction has not completed by March 31, 2014 (the "**Outside Date**");

(ii) if the Transaction has not been approved at the CMC Meeting or the Sabre Meeting or if the Transaction and the Continuance have not been approved at the Sabre Meeting;

(iii) if it is apparent that one or more of the conditions for the benefit of that Party cannot be satisfied and will not be waived on or before the Outside Date;

(iv) if there has been a breach by another Party of any material agreement or covenant; provided that, if such breach is in the reasonable opinion of the breaching Party capable of being cured, this Agreement will terminate only if such breaching Party fails to cure such breach or default within 15 days after receiving written notice thereof from the Party seeking to terminate this Agreement; or

(v) if any representation or warranty made by another Party in this Agreement is or becomes untrue (except (i) with respect to Sabre, changes to its representations and warranties resulting from the completion of the Sabre Financing, (ii) with respect to CMC, changes to its representations and warranties resulting from the CMC Financing, and (iii) with respect to MINTL and MGOL, changes to its representations and warranties resulting from (A) the MINTL Vendor Reorg and the CHC Interest Sale, and (B) any cancellation or rejection of any or all of the Mining Applications, provided that such cancellation or rejection is not as a result of any breach by MINTL, MGOL or CHC of Section 4.3(e) hereof), which in the reasonable opinion of the terminating Party has or is likely to have a material adverse effect on the property, business, financial condition or prospects of CMC, post-Closing,

and upon payment to CMC of the Execution Payment, if required in accordance with Section 4.4(d)(i). In the event the Execution Payment becomes payable in accordance with Section 4.4(d)(i) hereof, with respect to Sabre, this Agreement will be terminated in accordance with the provisions of Section 6.2 as of the date such Execution Payment becomes payable, provided that as between the other Parties, this Agreement will not terminate until the Execution Payment has been paid to CMC in full.

6.2 If this Agreement is terminated in accordance with Section 6.1:

(a) it shall become void and of no effect;

(b) there shall be no liability on the part of any Party or their respective directors and officers except to the extent that any such Party is in default of its obligations under this Agreement or as set forth in Section 4.4(d) hereof; and

(c) the Option Agreement shall again become operative as set out in Section 4.4 hereof.

6.3 This Agreement will terminate automatically upon the Parties entering into the Definitive Agreement.

7.0 Confidential Information.

7.1 Confidentiality.

(a) The Parties agree to treat this Agreement and all terms and conditions hereof, and all data, reports, records, and other information, coming into the possession of the Parties and their employees, affiliates and agents by virtue hereof (collectively, the "**Confidential Information**") as confidential, except if disclosure of such Confidential Information is required by applicable law or by any government authority. Such Confidential Information shall not be otherwise disclosed to any Person without the prior consent of the affected Party or Parties, which consent shall not be unreasonably withheld.

(b) The consent required by Section 7.1(a) shall not apply to a disclosure to:

(i) subject to Section 7.1(d), comply with any applicable laws, or any government authority having jurisdiction;

(ii) a director, officer or employee of a Party;

(iii) an affiliate of a Party;

(iv) an agent of a Party that has a *bona fide* need to be informed;

(v) a *bona fide* purchaser for the minority interest in CHC pursuant to Section 1.4(b); or

(vi) an underwriter or investor from which the disclosing Party is seeking financing;

provided, however, that the disclosing Party shall be responsible and liable for any disclosure of Confidential Information to any of the foregoing Persons, and, in the case of paragraph (v) above, the third party or parties, as the case may be, agree in writing in favour of the non-disclosing Party to maintain in confidence and not disclose any of the Confidential Information so disclosed to them.

(c) The obligations of confidentiality and prohibitions against use under this Agreement shall not apply to information that the disclosing Party can show by reasonable documentary evidence or otherwise:

(i) as of the date hereof, was in the public domain, other than as a result of a breach of this Section 7.0;

(ii) after the date hereof, was published or otherwise became part of the public domain through no fault of the disclosing Party or an Affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or

(iii) was information that the disclosing Party or its affiliates were required to disclose pursuant to the order of any government authority or judicial authority.

(d) MINTL, MGOL, CHC and Sabre acknowledge and agree that CMC is subject to applicable securities laws and the rules of the Exchange, and therefore will be required to file this Agreement, the Definitive Agreement, ancillary documents and/or summaries of this Agreement and the Definitive Agreement on SEDAR and with the Exchange and that nothing in this Section 7.0 shall obligate CMC to obtain consent of the other Parties to make such disclosures.

7.2 Public Announcements.

(a) Promptly following execution of this Agreement, the Parties will issue a joint press release announcing the Transaction.

(b) As early as practicable, and not less than twenty-four (24) hours, before a Party makes any other public announcement concerning this Agreement or activities undertaken pursuant hereto (unless the disclosing Party demonstrates that earlier disclosure is required by applicable law or as otherwise provided in Section 7.1(d)), such Party shall first give the other Party notice of the intended announcement, including a copy of such proposed announcement, and the other Party shall have the right to comment on such announcement and the disclosing Party shall endeavour to incorporate any reasonable and commercially practical comments so provided. The failure of a Party to comply with the obligations in this Section 7.2(b) will be deemed a material covenant which cannot be cured for the purposes of Section 6.1(b)(iv).

(c) For greater certainty, the Parties agree that the foregoing provisions of this Section 7.2 shall not operate to prohibit any Party from issuing a public statement or press release where it is required by applicable law.

8.0 General.

8.1 Notices.

(a) Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service, or (iii) sent by fax, email or other similar means of electronic communication, in each case to the applicable address set out below:

(i) if to MINTL or MGOL or CHC, to:

Minatura International LLC.
31225 La Baya Drive, Suite 200
Westlake Village, California 91301
Attention: Tod Turley, Chief Operations Officer
Fax: 805-435-1703
Email: tod.turley@minatura.com

(ii) if to Sabre, to:

Sabre Metals Inc.
155 Wellington Street West, Suite 2920
Toronto, Ontario M5V 3H1
Attention: Mario Stifano, Chief Executive Officer
Fax: 416-595-9918
Email: mstifano@sabre-metals.com

(iii) if to CMC, to:

Cordoba Minerals Corp.
Suite 650, 200 Burrard Street
Vancouver, British Columbia V6C 3L6
Attention: Simon Ridgway, Chief Executive Officer
Fax: 604-662-8829
Email: simonr@goldgroup.com, with a copy to sallyw@goldgroup.com

(b) Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing, emailing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed, emailed or sent before 4:30 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

(c) Any Party may from time to time change its address under this Section 8.1 by notice to the other Parties given in the manner provided by this Section 8.1.

8.2 Actions in Colombia. The Parties acknowledge and agree that from and after the Closing Date any operations to be undertaken in Colombia with respect to the CHC Property or the Sabre Property shall be initially undertaken under the name of Minerales Cordoba S.A.S., a wholly-owned indirect subsidiary of CHC.

8.3 Expenses and Taxes. Except as otherwise expressly provided herein, each Party shall be responsible for all costs and expenses (including any taxes imposed on such expenses) incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisers).

8.4 Currency. Unless otherwise expressly provided, all references to currency in this Agreement shall refer to the lawful currency of the United States of America.

8.5 Further Assurances. Each Party shall from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

8.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

8.7 Amendment. No amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

8.8 Waiver. A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the Party to be bound by the waiver.

8.9 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement.

8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in such Province.

8.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument.

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

MINATURA INTERNATIONAL LLC

By: ______________________________

Name: Todd M. Turley

Title: Chief Operating Officer

MINATURA GOLD

By: ______________________________

Name: Todd M. Turley

Title: Chief Operating Officer

CORDOBA HOLDINGS CORP.

By: ______________________________

Name: Todd M. Turley

Title: Director

CORDOBA MINERALS CORP.

By: ______________________________

Name:

Title:

SABRE METALS INC.

By: ______________________________

Name:

Title:

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

MINATURA INTERNATIONAL LLC

By: ______________________________

Name:
Title:

MINATURA GOLD

By: ______________________________

Name:
Title:

CORDOBA HOLDINGS CORP.

By: ______________________________

Name:
Title:

CORDOBA MINERALS CORP.

By: ______________________________

Name: Simon Ridgway
Title: Chief Executive Officer

SABRE METALS INC.

By: ______________________________

Name:
Title:

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

MINATURA INTERNATIONAL LLC

By: ______________________________

Name:
Title:

MINATURA GOLD

By: ______________________________

Name:
Title:

CORDOBA HOLDINGS CORP.

By: ______________________________

Name:
Title:

CORDOBA MINERALS CORP.

By: ______________________________

Name:
Title:

SABRE METALS INC.

By: ______________________________

Name: Mario Stifano
Title: CEO

Schedule A
Plan Steps

On the Closing, the following steps shall occur and shall be deemed to occur sequentially, in the following order, without any further act or formality required on the part of any person:

(a) CHC and MergerSub will amalgamate pursuant to the Act and continue as one company on the following terms (the "Amalgamation"):

(i) the name of Amalco shall be "Cordoba Holdings Corp.";

(ii) the property, rights and interests of each CHC and MergerSub shall continue to be the property, rights and interests of Amalco;

(iii) Amalco shall continue to be liable for the obligations of each of CHC and MergerSub; and

(iv) the Articles of CHC shall be the Articles of Amalco.

(b) On the Amalgamation:

(i) CMC will pay to MINTL (on its own behalf and on behalf of the other CHC Shareholders) the aggregate sum of US$4,000,000, and will issue to the CHC Shareholders the MINTL Vendor Shares and the MINTL Vendor Warrants in exchange for the CHC Shares held by such holders;

(A) with respect to each CHC Share transferred and assigned in accordance with (b)(i) hereof:

(I) the registered holder thereof shall cease to be the registered holder of such CHC Share and the name of such registered holder shall be removed from the register of CHC Shareholders;

(II) the registered holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such CHC Share in accordance with (b)(i) hereto; and

(B) the CHC Shares so transferred and assigned will be cancelled;

(ii) the issued and outstanding common shares in the capital of MergerSub ("MergerSub Shares") will be cancelled and replaced by common shares in the capital of Amalco ("Amalco Shares") on the basis of one Amalco Share for each one MergerSub Share; and

(iii) in consideration for CMC's issuance of CMC Shares referenced in (b)(i) Amalco shall issue to CMC one Amalco Share for each CMC Share issued by CMC under (b)(i).

(c) Each Sabre Share held by a Sabre Shareholder will be deemed to be transferred and assigned to CMC in consideration for payment to each Sabre Shareholder its pro rata portion of the Sabre Vendor Shares and the Sabre Vendor Warrants.

(d) With respect to each Sabre Share transferred and assigned in accordance with (c) hereof:

(i) the registered holder thereof shall cease to be the registered holder of such Sabre Share and the name of such registered holder shall be removed from the register of Sabre Shareholders;

(ii) the registered holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such Sabre Share in accordance with (c) hereto.

(e) Each security convertible into a Sabre Share or a CHC Share (other than the Option Agreement Warrants, which are to be cancelled in accordance with Section 4.4(e) of the Agreement) shall become a security convertible into a CMC Share on an equivalent basis.

Schedule B
Mutual Representations and Warranties

The Parties each represent and warrant to the others, as follows (provided that representations and warranties regarding Sabre are being provided exclusively by Sabre, representations and warranties regarding CMC are provided exclusively by CMC and representations and warranties regarding CHC and the CHC Subsidiaries are being provided jointly by CHC, MINTL and MGOL):

(1) It is a corporation incorporated, organized and subsisting under the laws of its jurisdiction of incorporation and has the corporate power, authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement and under all agreements and instruments to be executed by it hereunder.

(2) The execution and delivery of this Agreement and all agreements and instruments to be executed and delivered hereunder have been duly authorized by all necessary corporate action on the part of each Party (and each of their shareholders, as applicable) and this Agreement constitutes the valid and binding obligation of each Party enforceable against each Party in accordance with its terms.

(3) The execution and delivery of this Agreement and the completion of the transactions contemplated herein do not, and will not, result in a violation, contravention or breach of, require any consent to be obtained under (other than required regulatory approvals) or give rise to any termination rights under any provision of the constating documents of a Party or a CHC Subsidiary, as applicable, any applicable law or any material contract, agreement, license or permit to which a Party or any CHC Subsidiary, as applicable, is bound or is subject to or of which it is the beneficiary.

(4) Except as provided in this Agreement, there are no agreements, arrangements or understandings in force that call for the present or future issue, disposal or transfer of, or grant to any person the right at any time to require the issue or transfer of, any CHC Share or Sabre Share or other securities of CHC, the CHC Subsidiaries or Sabre to a third party. Other than those to which CMC is a party, there are no shareholders' or other similar agreements governing the affairs of CHC, the CHC Subsidiaries or Sabre. Except as provided in this Agreement and other than those to which CMC is a party, there are no rights, subscriptions, warrants, options, conversion rights, calls, commitments or plans or agreements of any kind outstanding which would enable any person to purchase or otherwise acquire any shares or other securities of CHC, the CHC Subsidiaries or Sabre.

(5) There is no agreement, judgment, injunction, order or decree binding upon a Party or a CHC Subsidiary that has or could be reasonably expected to have the effect of prohibiting, restricting or materially impairing the completion of the Transaction, any business practice of such Party or CHC Subsidiary, any acquisition of property by such Party or CHC Subsidiary or the conduct by such Party or CHC Subsidiary of its business as currently conducted.

(6) There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress or, to the knowledge of each applicable Party, threatened against such Party or the CHC Subsidiaries.

(7) No Party has incurred any liability for brokerage fees, financial advisory fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the Transaction except as may be payable by Sabre in connection with the Sabre Financing or as may be payable in connection with the CMC Financing.

(8) None of the Parties nor the CHC Subsidiaries has paid or will be required to pay any severance, bonus, fee, distribution, remuneration or other compensation to any person as a result of the transactions contemplated by this Agreement or otherwise, except to the extent that the services of Mr. Thiersch are terminated under the employment agreement with CMC or the services of Gold Group Management Inc. are terminated under the office services agreement with CMC, which in each case would trigger a termination payment under such agreement.

Schedule C
Representations and Warranties of CHC, MINTL and MGOL

CHC, MINTL and MGOL jointly represent and warrant to CMC and Sabre as follows:

(1) CHC is a corporation incorporated, organized and subsisting under the laws of its jurisdiction of incorporation and has maintained and continues to maintain its financial and other records in accordance with sound business practices.

(2) MINTL is the registered and beneficial holder of 18,508,840 CHC Shares, MGOL is the registered and beneficial holder of 10,791,860 CHC Shares, Orchow is the registered and beneficial holder of 157,500 CHC Shares and Warren is the registered and beneficial holder of 157,500 CHC Shares collectively representing 100% of the CHC Shares not already owned by CMC, with good and marketable title thereto, free and clear of all encumbrances. The CHC Shares have been duly and validly issued, as fully paid and non-assessable, in compliance with applicable law.

(3) As at the date hereof, there are currently 315,000 securities convertible into CHC Shares, comprised of 157,500 options to acquire CHC Shares held by each of Orchow and Warren. There exists no other securities convertible into CHC Shares.

(4) Cordoba Minerals Holdings Ltd. is a corporation incorporated, organized and subsisting under the laws of Barbados. The issued and outstanding capital of Cordoba Minerals Holdings Ltd. is 1,000 common shares and CHC is the registered and beneficial holder of all of the issued and outstanding common shares of Cordoba Minerals Holdings Ltd., with good and marketable title thereto, free and clear of all encumbrances. The common shares of Cordoba Minerals Holdings Ltd. have been duly and validly issued, as fully paid and non-assessable, in compliance with applicable law.

(5) Minerales Cordoba S.A.S. is a corporation incorporated, organized and subsisting under the laws of Colombia. The issued and outstanding capital of Minerales Cordoba S.A.S. is 10,046,000 common shares and Cordoba Minerals Holdings Ltd. is the registered and beneficial holder of all of the issued and outstanding common shares of Minerales Cordoba S.A.S., with good and marketable title thereto, free and clear of all encumbrances. The common shares of Minerales Cordoba S.A.S. have been duly and validly issued, as fully paid and non-assessable common shares, in compliance with applicable law.

(6) With respect to the CHC Property, (i) Minerales Cordoba S.A.S. is the sole beneficial owner of the Mining Concessions, free and clear of all encumbrances, (ii) Minerales Cordoba S.A.S. has the sole right to become the registered holder of the Mining Concessions and, to the extent they become mining concessions, the Mining Applications, and (iii) there is no adverse claim or challenge to Minerales Cordoba S.A.S.'s title to or to ownership of the Mining Concessions.

(7) No person other than CMC pursuant to the Option Agreement has any agreement, option, right of first refusal or right, title or interest or right capable of becoming an agreement, option, right of first refusal or right, title or interest, in or to the CHC Property.

(8) No consent, approval, order or authorization of, or declaration or filing with, any governmental authority or other person in Colombia is required to be obtained by CHC or the CHC Subsidiaries in connection with the execution and delivery of this Agreement or the Definitive Agreement or to permit MINTL, MGOL, CHC, or the CHC Subsidiaries to complete the transactions as contemplated herein.

(9) The CHC Business has been conducted in material compliance with applicable law and the completion of the transactions contemplated by this Agreement will not materially breach any applicable law, the articles, by-laws or other constating documents of CHC or the CHC Subsidiaries, or have any material adverse effect on the CHC Business or the rights of CHC and its affiliates under any licence, permit, lease or other contract.

(10) The financial statements of CHC have been or will be prior to (A) the date of mailing of the Circular, if such financial statements are required to be included in the Circular, or (B) Closing, prepared in accordance with IFRS consistently applied throughout the periods to which they relate and fairly present the financial position of CHC and the CHC Subsidiaries as of their respective dates.

(11) Since the date of the most recent CHC financial statements, there has been no material adverse change in the CHC Business or in CHC's financial condition or prospects or in the CHC Property; provided however, that any cancellation or rejection of any or all of the Mining Applications shall not be considered a material adverse change in the CHC Business or in CHC's financial condition or prospects or in the CHC Property, provided that such cancellation or rejection is not as a result of any breach by MINTL, MGOL or CHC of Section 4.3(e) hereof.

(12) At the time of Closing, none of CHC or the CHC Subsidiaries will have any debt other than customary trade payables incurred in the ordinary course of the CHC Business.

(13) Other than as contemplated in the Agreement, since the date of the most recent CHC financial statements, each of CHC and the CHC Subsidiaries has carried on their respective businesses in the ordinary course, consistent with past practice and, in particular, CHC and the CHC Subsidiaries have not issued or sold any shares or other securities or issued, sold or granted any option, warrant or right to purchase any of its CHC Shares or other securities or the common shares or other securities of the CHC Subsidiaries, as applicable, or issued any security convertible into CHC Shares or common shares or other securities of the CHC Subsidiaries or otherwise made any change to its authorized or issued share capital.

(14) There is no legal proceeding in progress, pending or, to the knowledge of MINTL or MGOL, threatened against or affecting the CHC Business, CHC, the CHC Subsidiaries or the CHC Property, nor to the knowledge of MINTL or MGOL is there any factual or legal basis on which any such legal proceeding might be commenced. There is no order materially adversely affecting the CHC Business, CHC, the CHC Subsidiaries or the CHC Property; provided however, that any order cancelling or rejecting any or all of the Mining Applications shall not be considered a material adverse change in the CHC Business or in CHC's financial condition or prospects or in the CHC Property, provided that such cancellation or rejection is not as a result of any breach by MINTL, MGOL or CHC of Section 4.3(e) hereof.

(15) CHC (i) is not subject to tax in the United States by virtue of having a permanent establishment under an applicable treaty or being "engaged in a trade or business" within the meaning section 882 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) does not have an office or fixed place of business within the United States, and (iii) does not own any "U.S. real property interest" within the meaning of Section 897(c) of the Code and U.S. Treasury Regulations issued thereunder.

Schedule D
Representations and Warranties of Sabre

Sabre represents and warrants to CMC, MGOL and MINTL as follows:

(1) Sabre is a corporation incorporated, organized and subsisting under the laws of its jurisdiction of incorporation and has maintained and continues to maintain its financial and other records in accordance with sound business practices.

(2) The Sabre Shareholders are the registered and beneficial holder of 31,025,000 Sabre Shares, representing 100% of the issued and outstanding Sabre Shares, with good and marketable title thereto, free and clear of all encumbrances. The Sabre Shares have been duly and validly issued, as fully paid and non-assessable, in compliance with applicable law. As at the date hereof, there are currently outstanding 1,900,000 securities convertible into Sabre Shares. Additional Sabre Shares and convertible securities are issuable in the Sabre Financing.

(3) The Sabre financial statements have been prepared in accordance with IFRS consistently applied throughout the periods to which they relate and fairly present the financial position of Sabre as of their respective dates.

(4) Subject to the terms of the Grupo Agreement, Sabre has a 100% beneficial good, valid and exclusive ownership right, title and interest in and to, and actual and exclusive possession of, the Sabre Property, free and clear of all Encumbrances, and no person has any agreement, option, right of first refusal or right, title or interest or right capable of becoming an agreement, option, right of first refusal or right, title or interest, in or to the Sabre Property.

(5) No consent, approval, order or authorization of, or declaration or filing with, any governmental authority or other person in Colombia is required to be obtained by Sabre in connection with the execution and delivery of this Agreement or the Definitive Agreement or to permit Sabre to complete the transactions as contemplated herein, other than the approval of the Transaction and the Continuance at the Sabre Meeting.

(6) The Sabre Business has been conducted in material compliance with applicable law and the completion of the transactions contemplated by this Agreement will not materially breach any applicable law, the articles, by-laws or other constating documents of Sabre or have any material adverse effect on the Sabre Business or the rights of Sabre and its affiliates under any licence, permit, lease or other contract.

(7) Since the date of the most recent Sabre financial statements, there has been no material adverse change in the Sabre business or its financial condition or prospects or in the property or assets of Sabre.

(8) At the time of Closing, Sabre will not have any debt other than customary trade payables incurred in the ordinary course of the Sabre Business.

(9) Since the date of the most recent Sabre financial statements, Sabre has carried on its business in the ordinary course consistent with past practice and Sabre has not issued or sold any shares or other securities or issued, sold or granted any option, warrant or right to purchase any of its Sabre Shares or other securities or issued any security convertible into its Sabre Shares, or otherwise made any change to its authorized or issued share capital.

(10) There is no legal proceeding in progress, pending or, to the knowledge of Sabre, threatened against or affecting the Sabre Business or Sabre or any of Sabre's property or assets or title thereto, nor to the knowledge of Sabre is there any factual or legal basis on which any such legal proceeding might be commenced. There is no order materially adversely affecting the Sabre Business or Sabre or any of Sabre's property or assets or title thereto.

Schedule E
Representations and Warranties of CMC

CMC represents and warrants to CHC, MINTL, MGOL and Sabre as follows:

(1) No consent is required to be obtained or filing is required to be made by CMC in connection with the execution and delivery of this Agreement or made by CMC in connection with the transactions as contemplated herein, other than (a) the approval of the Transaction and the Consolidation at the CMC Meeting; and (b) the required regulatory approvals.

(2) CMC has the full corporate power and capacity to issue the MINTL Vendor Shares, the Sabre Vendor Shares and the CMC Warrants. The issuance of the MINTL Vendor Shares and Sabre Vendor Shares have been, or will be prior to the Closing Date, duly authorized and, upon receipt by CMC of consideration therefor in connection with transactions contemplated by this Agreement, the MINTL Vendor Shares and Sabre Vendor Shares will be validly issued as fully paid and non-assessable shares in the capital of CMC. The issuance of CMC Shares upon exercise of the CMC Warrants have been, or will be prior to the Closing Date, duly authorized and, upon receipt of CMC of the exercise price of the CMC Warrants, and the issue of such CMC Shares, the CMC Shares issued on exercise of the CMC Warrants will be outstanding as fully paid and non-assessable shares in the capital of CMC.

(3) CMC is a reporting issuer in British Columbia and Alberta, and not in material default under applicable securities laws.

(4) CMC has issued and outstanding 26,211,722 CMC Shares. As at the date hereof, there are currently 13,284,588 common share purchase warrants and 1,195,000 stock options outstanding which are exerciseable into CMC Shares. Additional CMC Shares and securities convertible into CMC Shares may be issued pursuant to the Transaction and the CMC Financing.

(5) CMC will use commercially reasonable efforts to have the MINTL Vendor Shares and Sabre Vendor Shares listed and posted for trading on the Exchange at or immediately after the Closing, and no order ceasing or suspending trading in any securities of CMC has been issued and no proceedings for such purpose are pending, or to the knowledge of CMC, threatened.

(6) Other than in connection with the Transaction, there are no agreements, arrangements or understandings in force that call for the present or future issue, or grant to any person the right at any time to require the issue or transfer of, any CMC Share or other securities of CMC to a third party other than as set out in CMC's publicly filed disclosure documents (the "**CMC Disclosure Record**").

(7) CMC is qualified to do business under the laws of the jurisdictions in which the location of CMC's property and assets or the nature of CMC's business requires qualification. CMC has all necessary corporate power, authority, and capacity to carry on the business of CMC and to own or lease and operate the property and assets as now carried on and owned or leased and operated with respect to the business of CMC.

(8) CMC's financial statements have been prepared in accordance with IFRS consistently applied throughout the periods to which they relate and fairly present the financial position of CMC as of their respective dates.

(9) Since the date of the most recent CMC financial statements, there has been no material adverse change in CMC's business or its financial condition or prospects.

(10) Since the date of the most recent CMC financial statements, CMC has carried on its business in the ordinary course and CMC has not issued or sold any shares or other securities or issued, sold or granted any option, warrant or right to purchase any of its shares or other securities or issued any security convertible into its shares, other than as disclosed in the CMC Disclosure Record.

(11) The documents contained in the CMC Disclosure Record were, at their respective dates, true and correct in all material respects and did not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(12) There is no legal proceeding in progress, pending or, to the knowledge of CMC, threatened against or affecting CMC or its business, property or assets or title thereto, nor to the knowledge of CMC is there any factual or legal basis on which any such legal proceeding might be commenced. There is no order materially adversely affecting CMC, its business or any of its property or assets or title thereto.

Schedule F
CHC Property

Mining Concessions:

Concession Contract Number	Registered Owner	Minerals Granted	Registration Date	Expiry Date	Granted Area	Location
HI6-15311	Minerales Cordoba S.A.S	Gold and its derivatives	May 2, 2008	May 1, 2038	8,203.22 Has	Puerto Libertador - Córdoba
LEB-08491	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	January 25, 2012	January 24,2042	1,184.16 Has	Puerto Libertador - Córdoba
LJT-10551	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	January 25, 2012	January 24, 2042	483.86 Has	Puerto Libertador - Córdoba
LED-10191	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	May 24, 2012	May 23, 2042	233.64 Has	Puerto Libertador - Córdoba
LEQ-15161	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	October 17, 2012	October 16, 2042	290.74 Has	Puerto Libertador - Córdoba
LEQ-15162X	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	May 10, 2013	May 9, 2043	368.16 Has	Puerto Libertador - Córdoba
LEQ-15163X	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	May 10, 2013	May 9, 2043	4.81 Has	Puerto Libertador - Córdoba
LG6-08061	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	April 4, 2012	April 3, 2042	196.95 Has	Puerto Libertador - Córdoba
LG6-08064X	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	May 14, 2012	May 13, 2042	55.61 Has	Puerto Libertador - Córdoba
LK8-09322X	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	May 16, 2012	May 15, 2042	4.61 Has	Puerto Libertador - Córdoba

Concession Agreements:

Concession Contract Number	Signatory	Minerals Granted	Execution Date	Granted Area	Location
LG6-08065X	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	March 12, 2012	47.21 Has	Puerto Libertador - Córdoba

Mining Applications:

Application Number	Applicant	Requested Minerals	Application Date	Requested Area	Location
LCP-08142	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	March 25, 2010	4,225.01 Has	Puerto Libertador - Córdoba
LCQ-16171	Provecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	March 26, 2010	583.42 Has	Puerto Libertado – Córdoba
LCQ-16172X	Provecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	March 26, 2010	305.61 Has	Puerto Libertado – Córdoba
LCQ-16173X	Provecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	March 26, 2010	329.33 Has	Puerto Libertado – Córdoba
LCP-08143X	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	March 25, 2010	0.07 Has	Puerto Libertador - Córdoba
LCP-08144X	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	March 25, 2010	190.92 Has	Puerto Libertador - Córdoba
LK8-09321	Proyecto Coco Hondo S.A.S	Gold, Silver, Copper and its derivatives	November 8, 2010	8,972 06 Has	Puerto Libertado – Córdoba

Schedule G
Sabre Property

Mining Concessions

Concession Contract Number	Registered Owner	Minerals Granted	Registration Date	Expiry Date	Granted Area	Location
JJ9-08091	MOLINO S.O.M.	Gold and platinum and concentrated other minerals concessible.	Nov 19, 2012	Nov 18, 2042	1285.3498ha	Puerto Libertador - Córdoba
JJ9-08092X	MOLINO S.O.M.	Gold and platinum and concentrated other minerals concessible	Nov 19, 2012	Nov 18, 2042	80.4446 Ha.	Puerto Libertador - Córdoba
JJ9-08093X	MOLINO S.O.M.	Gold and platinum and concentrated other minerals concessible	Nov 19, 2012	Nov 18, 2042	97.7338 Ha.	Puerto Libertador - Córdoba