

COMMITMENT AGREEMENT

THIS AGREEMENT is made as of August 16, 2021,

BETWEEN

CORDOBA MINERALS CORP., a corporation existing under the laws of the Province of British Columbia ("**CDB**")

AND:

INTERA MINING INVESTMENT LIMITED, a corporation existing under the laws of the Province of Hong Kong (the "**Purchaser**")

WHEREAS:

- A. CDB has agreed to effect an offering of Rights (as defined below) to the holders of record of its Common Shares (as defined below) on the terms and conditions set forth in this Agreement; and
- B. The Purchaser has agreed to purchase Rights Shares (as defined below) offered under the Basic Subscription Privilege (as defined below) in connection with the Rights Offering (as defined below).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

In this Agreement, including the recitals and schedules hereto, unless something in the subject matter is inconsistent therewith:

"**Additional Subscription Privilege**" means the entitlement of a holder of Rights, who has exercised in full the Basic Subscription Privilege attaching to such holder's Rights, to subscribe pursuant to the Rights Offering for additional Rights Shares (if such are available), as such entitlement is further detailed in the Offering Circular and Offering Notice;

"**Affiliate**" has the meaning ascribed thereto in the Securities Act; "**Associate**" has the meaning ascribed thereto in the Securities Act;

"**Basic Subscription Privilege**" means the entitlement of a holder of Rights to subscribe for one Rights Share at the Subscription Price per Rights Share for each whole Right held pursuant to the Rights Offering;

"**Business**" means the business currently and heretofore carried on by CDB and its Subsidiaries;

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory holiday, on which banks are open for business in Vancouver, British Columbia;

"**Closing**" means the completion of the Offering;

“Closing Date” means the date the Offering is completed;

“Closing Time” means the time on the Closing Date that the Offering is completed;

“Common Shares” means the common shares in the capital of CDB;

“Expiry Date” means the date on which the Rights expire and become null and void as set out in the Offering Circular and Offering Notice, such date to be no earlier than the twenty-first day following the day after the date on which the Offering Notice is mailed to Persons who are holders of Common Shares as of the Record Date and no later than the ninetieth day following such date;

“Expiry Time” means 5:00 p.m. (Vancouver time) on the Expiry Date;

“Financial Statements” means CDB’s audited consolidated financial statements, the notes thereto and the auditor’s report thereon for the years ended December 31, 2020 and 2019;

“Governmental Entity” means any: (i) multinational, federal, provincial, territorial, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the foregoing; or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;

“Indemnified Party” has the meaning set forth in Section 9.3; **“Indemnifying Party”** has the meaning set forth in Section 9.3;

“Laws” means any and all applicable laws including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, instruments, policies, guidelines, and general principles of common law and equity, binding on or affecting the Person referred to in the context in which the word is used;

“Material Adverse Change” or **“Material Adverse Effect”** means any change, development, event or occurrence with respect to the Business, condition (financial or otherwise), properties, assets, liabilities (contingent or otherwise), capital, cash flow, operations, or results of operations of CDB and its Subsidiaries, on a consolidated basis, that is, or would reasonably be expected to be, material and adverse to CDB and its Subsidiaries, on a consolidated basis, provided, however, that a Material Adverse Change or Material Adverse Effect shall not include and shall be deemed to exclude the impact of any fact, event, change, occurrence, circumstance or condition resulting from or relating to: (a) changes in Laws of general applicability or interpretations thereof by courts or Governmental Entities or regulatory authorities, which changes do not have a material disproportionate effect on CDB or its Subsidiaries on a consolidated bases; (b) any change in the mining industry generally, which does not have a material disproportionate effect on CDB and its Subsidiaries on a consolidated basis; (c) actions or omissions of CDB or its Subsidiaries expressly required pursuant to this Agreement or taken with the prior written consent of the Purchaser; (d) the execution, delivery, performance, consummation or public announcement of this Agreement or the transactions contemplated by this Agreement; and (e) general political, economic or financial conditions in Canada or the United

States which do not have a material disproportionate effect on CDB or its Subsidiaries on a consolidated basis;

“**Material Change**” has the meaning ascribed thereto in the Securities Act;

“**Misrepresentation**” has the meaning ascribed thereto in the Securities Act;

“**Offering Circular**” means the rights offering circular of CDB dated August 16, 2021, prepared in accordance with Form 45-106F15 – *Rights Offering Circular for Reporting Issuers*;

“**Offering Notice**” means the rights offering notice of CDB dated August 16, 2021, prepared in accordance with Form 45-106F14 – *Rights Offering Notice for Reporting Issuers*;

“**Person**” means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, trust, estate, custodian, trustee, executor, administrator, nominee or other entity or organization, including (without limitation) a Governmental Entity or political subdivision or an agency or instrumentality thereof;

“**Purchaser**” has the meaning given on the cover page of this Agreement;

“**Qualified Jurisdictions**” means all provinces and territories of Canada in which a holder of Common Shares is resident;

“**Record Date**” means the record date for the purpose of the Rights Offering that will be established by CDB in accordance with Securities Laws;

“**Rights**” means the transferable rights to subscribe at the Subscription Price for Rights Shares offered by CDB pursuant to the Rights Offering under the Basic Subscription Privilege and the Additional Subscription Privilege;

“**Rights Offering**” means the offering of Rights by CDB to the holders of Common Shares, resident in the Qualified Jurisdictions, on the Record Date undertaken in accordance with the Offering Circular, Offering Notice and the terms of this Agreement;

“**Rights Shares**” means the Common Shares issuable under the Rights;

“**Securities**” means, collectively, the Rights and the Rights Shares issuable upon the exercise of the Rights;

“**Securities Act**” means the *Securities Act* (British Columbia), as amended;

“**Securities Commissions**” means, collectively, the securities commissions or similar securities regulatory authorities of the Qualified Jurisdictions;

“**Securities Laws**” means all applicable securities Laws of each of the Qualified Jurisdictions, including the respective regulations thereunder and the published policy statements, instruments, blanket orders and decisions of the Securities Commissions and the applicable rules of the TSXV;

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval (SEDAR) as further described within National Instrument 13-101 – *System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators*;

“**Subscription Price**” has the meaning set forth in Section 2.3;

“**Subsidiaries**” means collectively, Cordoba Holdings Corp., Cordoba Minerals USA Corp., Sabre Metals Master Ltd., Cordoba Minerals Holdings Ltd., Minerales Cordoba S.A.S. and Exploradora Cordoba S.A.S.; and

“**TSXV**” means the TSX Venture Exchange.

Section 1.2 Headings, etc.

The division of this Agreement into articles, sections, paragraphs and clauses and the provision of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “**this agreement**”, “**hereof**”, “**hereunder**” and similar expressions refer to this Agreement as a whole and not to any particular article, section, paragraph, clause or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections, paragraphs or clauses are to articles, sections, paragraphs or clauses of this Agreement.

Section 1.3 Plurality and Gender

Words importing the singular number only will include the plural and vice versa, words importing any gender will include all genders and the words importing Persons will include individuals, partnerships, trusts, corporations, governments and governmental authorities.

Section 1.4 Currency

Unless otherwise specifically stated, all references to dollars and cents in this Agreement are to the lawful currency of Canada.

Section 1.5 Governing Law

This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each party hereby unconditionally and irrevocably submits to the nonexclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising out of this Agreement.

Section 1.6 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect. The invalidity or unenforceability of any provision in any particular jurisdiction will not affect its validity or enforceability in any other jurisdiction where it is valid or enforceable.

Section 1.7 Statutes

Any reference to a statute, act or law will include and will be deemed to be a reference to such statute, act or law and to the regulations, instruments and policies made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute, act or law that may be passed which has the effect of supplementing or superseding such statute, act or law so referred to.

ARTICLE 2 RIGHTS OFFERING COMMITMENT

Section 2.1 Conduct of Rights Offering

Subject to and in accordance with Securities Laws and the terms hereof, CDB agrees to offer, pursuant to the Offering Circular, the Rights and the Rights Shares issuable upon the exercise of the Rights to the Persons that are the holders of record of Common Shares on the Record Date:

- (a) resident in the Qualified Jurisdictions; or
- (b) resident in any other jurisdiction that CDB has satisfied itself is entitled to receive the Securities under the Rights Offering in accordance with the laws of such jurisdiction and

without obliging CDB to register the Securities or file a prospectus or other disclosure document or to make any other filings or become subject to any reporting or disclosure obligations that CDB is not already obligated to make.

CDB hereby confirms that the Purchaser is an Approved Ineligible Shareholder (as defined in the Offering Circular) and is entitled to participate in the Rights Offering, to exercise the Rights and to be issued Rights Shares on exercise thereof and payment of the Subscription Price therefor. CDB will provide, or cause the rights agent for the Rights Offering to provide, any cooperation, assistance and documentation reasonably required by the Purchaser to exercise their Rights prior to the Expiry Time.

Section 2.2 Additional Subscription Privilege

Each holder of Rights who has exercised in full the Basic Subscription Privilege attaching to its Rights by the Expiry Time on the Expiry Date, and only such holders, shall have the right to the Additional Subscription Privilege, to subscribe for any Rights Shares in respect of Rights not otherwise exercised.

Section 2.3 Subscription Price

The exercise price per Rights Share under the Rights Offering (the “**Subscription Price**”) is \$0.54.

Section 2.4 Commitment

Subject to and in accordance with the terms hereof, the Purchaser hereby agrees to fully subscribe for and exercise the Basic Subscription Privilege (such commitment referred to as the “**Commitment**”) in connection with the Rights issued to Purchaser under the Rights Offering prior to the Expiry Time, including completion of the exercise form for the Rights and delivery of such exercise form and the applicable Subscription Price for those Rights to the rights agent under the Rights Offering. Purchaser may determine whether to exercise the Additional Subscription Privilege in connection with its Rights in its sole discretion.

ARTICLE 3 COVENANTS OF CDB

Section 3.1 Covenants.

Subject to and in accordance with the terms hereof, CDB undertakes and agrees with and in favour of the Purchaser that:

- (a) **Offering Notice and Offering Circular.** CDB will prepare and, as soon as reasonably possible following the Record Date, file with the applicable Securities Commissions, the Offering Notice and Offering Circular relating to the proposed distribution of the Rights and Rights Shares.
- (b) **Supplementary Material.** If required by Securities Laws, CDB will prepare any amendments to the Offering Circular and Offering Notice or any documentation supplemental thereto or any amending or supplemental documentation or any similar document required to be filed by it under applicable Securities Laws. CDB will also promptly, and in any event within any applicable time limitation, comply with all applicable filing and other requirements under applicable Securities Laws as a result of any Material Change with respect to CDB, including the requirement to issue and file a news release explaining the reason for the amendment concurrent with the filing of an amended Offering Circular. CDB will not file any supplementary material without first providing a copy of such documents to the Purchaser and its advisors who shall have a reasonable period of time to review and comment on such documents, acting reasonably.
- (c) **Changes to Terms.** CDB shall not amend the material terms of the Rights Offering, including for greater certainty any change to the Subscription Price contemplated by Section 2.3, without the written consent of the Purchaser, such consent not to be unreasonably withheld or delayed.
- (d) **Consents and Approvals.** CDB will use commercially reasonable efforts to obtain all necessary consents, approvals or exemptions for the creation, offering and issuance of the Securities in all Qualified Jurisdictions as contemplated herein and in the Offering Circular and Offering Notice and the entering into and performance by it of this Agreement.
- (e) **Cease Trade Order or Other Investigation.** From the date hereof through the earlier of the Closing Date and the date of termination of this Agreement, CDB will immediately notify the Purchaser in writing of any written demand, request or inquiry (formal or informal) by any Securities Commission, the TSXV, or other Governmental Entity that concerns any matter relating to the affairs of CDB that may affect the Rights Offering, the transactions contemplated herein, or any other matter contemplated by this Agreement, or that relates to the issuance, or threatened issuance, by any such authority of any cease trading or similar order or ruling relating to any securities of CDB.
- (f) **TSXV Listing.** CDB will use commercially reasonable efforts to list the Rights and the Rights Shares on the TSXV.
- (g) **Securities Laws.** CDB will take all action as may be necessary and appropriate so that the Rights Offering and the transactions contemplated in this Agreement will be effected in accordance with, and on the basis that is exempt from the prospectus requirements of, Securities Laws.
- (h) **Depository.** CDB will appoint Computershare Trust Company of Canada as depository in accordance with a depository agreement to hold all funds received upon the exercise of the Rights until conditions in respect of the Rights Offering and the Commitment have been satisfied in accordance with this Agreement.

- (i) **Mailing of Materials.** CDB will use commercially reasonable efforts to effect and complete the mailing of the Offering Notice to each of the registered holders of Common Shares as of the Record Date in the Qualified Jurisdictions as soon as reasonably possible following the Record Date and will arrange for delivery of the Offering Notice to the beneficial holders of Common Shares as of the Record Date in the Qualified Jurisdictions in the manner contemplated by National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* as soon as reasonably possible following the Record Date.

ARTICLE 4 CHANGES

Section 4.1 Material Change During Distribution

- (a) During the period from the date of this Agreement to the Closing Date, CDB will promptly notify the Purchaser in writing of any Material Change with respect to CDB.
- (b) During the period from the date hereof to the Closing Date, CDB will promptly notify the Purchaser in writing of:
 - (i) any material fact that has arisen or been discovered; and
 - (ii) any change in any material fact contained in the Offering Circular or Offering Notice which fact or change is, or may be, of such a nature as to result in a Misrepresentation in the Offering Circular and Offering Notice or that would result in the Offering Circular or Offering Notice not complying with applicable Securities Laws.
- (c) CDB will promptly, and in any event within any applicable time limitation, comply with all applicable filings and other requirements under Securities Laws as a result of such fact or change. CDB will in good faith discuss with the Purchaser any fact or change in circumstances that is of such a nature that there is reasonable doubt whether written notice need be given under this Section 4.1.

Section 4.2 Change in Closing Date

If a Material Change with respect to CDB occurs after the date of filing of the Offering Circular and Offering Notice with the Securities Commissions and prior to the Closing Date, then, subject to Article 8, the Closing Date will be, unless CDB and the Purchaser otherwise agree in writing, the later of the previously scheduled Closing Date and the sixth Business Day following the date on which all applicable filings or other requirements of the Securities Laws with respect to such Material Change have been complied with in all Qualified Jurisdictions and any appropriate documents obtained for such filings and notice of such filings from CDB or CDB's counsel have been received by the Purchaser.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF CDB

CDB represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in entering into this Agreement:

Section 5.1 Organization and Status

CDB has been duly incorporated and is validly existing and in good standing under the Laws of British Columbia.

Section 5.2 Insolvency

CDB has not commenced, participated or agreed to commence or participate in any bankruptcy, involuntary liquidation, dissolution, winding up, insolvency or similar proceeding and, to CDB's knowledge, no such proceedings have been threatened by any other party.

Section 5.3 Corporate Power, Capacity and Authorization.

CDB has the requisite corporate power and capacity to enter into this Agreement and to perform its obligations hereunder, and CDB and each of its Subsidiaries have their respective corporate power and capacity to own or lease its property and to carry on the Business as now being conducted by it. This Agreement has been duly authorized, executed and delivered by CDB and constitutes a legal, valid and binding obligation of CDB, enforceable against CDB by the Purchaser in accordance with its terms, except as enforcement may be limited by: (i) applicable bankruptcy, insolvency and any other laws affecting the rights of creditors generally; (ii) equitable remedies that may be granted in the discretion of a court of competent jurisdiction including the remedies of specific performance and injunctive relief; (iii) the statutory and inherent powers of a court of competent jurisdiction to grant relief from forfeiture, to stay proceedings before it and to stay executions and judgements; (iv) applicable Laws limiting rights to indemnity, contribution, waiver, and the ability to sever unenforceable terms; and (v) applicable Laws regarding limitations of actions.

Section 5.4 Authorized and Issued Capital

The authorized capital of CDB consists of an unlimited number of Common Shares, of which 61,223,598 Common Shares have been duly issued and are outstanding as fully paid and non-assessable as of the date hereof. No Person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from CDB of any Common Shares or other securities of CDB, other than as disclosed in CDB's public disclosure record on SEDAR.

Section 5.5 Rights of Securities

When issued and delivered to the respective purchaser and, in the case of Rights Shares and Commitment Shares, paid for by the respective purchaser in accordance with the terms and conditions of the Rights Offering and/or the terms and conditions of this Agreement, as applicable, the Securities will be validly issued, fully paid and non-assessable and will be free and clear of all liens, pledges, claims, encumbrances, security interests and other restrictions, except for any restrictions on resale or transfer imposed by applicable Securities Laws. The issuance of the Securities will not be subject to any pre-emptive or similar rights (it being acknowledged by the Purchaser that the number of Commitment Shares that it may be entitled to receive pursuant to this Agreement will depend on the number of Rights Shares issued to those Persons who have exercised their Rights prior to the Expiry Time on the Expiry Date).

Section 5.6 No Violation

Each of the execution and delivery of this Agreement by CDB, the compliance by CDB with the terms hereof, the Offering Circular and Offering Notice and the filing thereof, the issuance

of Rights and the issuance of the Rights Shares on the exercise thereof and the issuance of the Commitment Shares will not:

- (a) violate or conflict with any of the terms, conditions or provisions of the constating documents or resolutions of the shareholders, directors or any committee of directors of CDB or its Subsidiaries;
- (b) violate or conflict with any applicable Law;
- (c) except for the required filings in the Qualified Jurisdictions, acceptances or approvals of the TSXV or as required by Securities Laws with respect to the filing of the Offering Circular and the Offering Notice in respect of the transactions contemplated hereby, require any authorization, consent, approval, or other action by, or notice to, any stock exchange, Governmental Entity or court;
- (d) violate or conflict with, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under any material contract, agreement, instrument, permit, licence, authorization, claim or concession to which CDB or any of its Subsidiaries is a party or by which any of them or any of their assets or properties may be bound or affected;
- (e) trigger any change of control or similar provision, which has not otherwise been waived, in any material contract, agreement, instrument, permit, licence, authorization, claim or concession to which CDB or any of its Subsidiaries is a party or by which any of them or any of their assets or properties may be bound or affected; and
- (f) result in the termination of, or any additional payment under, or the change in any terms of, or accelerate the performance of any obligation required by (or give rise to a right of any party thereto, exercisable on notice or otherwise, to terminate, to require that any additional payment be made under, to change any terms of, or to accelerate the performance of any obligation under) any material contract, agreement, instrument, permit, licence, authorization, claim or concession to which CDB or any of its Subsidiaries is a party or by which any of them or any of their assets or properties may be bound or affected.

Section 5.7 Reporting Issuer Status and TSXV Listing

CDB is a reporting issuer in British Columbia and Alberta, and is, and as of the Closing Time on the Closing Date will be, in compliance in all material respects with the requirements of applicable Securities Laws. CDB has not filed any material change report with any Securities Commission or similar regulatory authority on a confidential basis. The Common Shares are listed on the TSXV and CDB is, and as of the Closing Time on the Closing Date will be, in compliance in all material respects with all applicable rules of the TSXV.

Section 5.8 Financial Statements

The Financial Statements:

- (a) comply in all material respects with applicable Securities Laws;
- (b) have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board applied on a consistent basis with those of the comparable prior period (except as may

be indicated in the notes thereto or, in the case of unaudited interim financial statements, as may be permitted by applicable Securities Laws); and

- (c) fairly present, in all material respects, the consolidated financial position of CDB and each of its Subsidiaries as at the respective dates thereof and the consolidated results of operations and cash flows for the periods indicated, except that the unaudited interim financial statements may omit notes which are not required in unaudited financial statements and are subject to normal and recurring year-end adjustments.

Section 5.9 Subsidiary

- (a) CDB owns, directly or indirectly, all of the issued and outstanding securities of each of the Subsidiaries, and no other Person has any right or entitlement to acquire any securities of the Subsidiaries; and
- (b) Each of the Subsidiaries (i) has been duly formed and is validly existing in its respective jurisdiction of formation and (ii) has all the corporate power and capacity to carry on the Business as conducted by it and to own or lease its property.

Section 5.10 Rights

All necessary corporate action has been taken or will have been taken prior to the Closing Time on the Closing Date by CDB so as to validly authorize the issuance of the Rights, the allotment and issuance of Rights Shares issuable upon the exercise of the Rights in accordance with the terms of this Agreement, and to make application to the TSXV for the listing of the Rights and the Rights Shares in accordance with the policies of the TSXV.

Section 5.11 No Material Adverse Changes

Since December 31, 2020, there has not been a Material Adverse Change.

Section 5.12 Survival

All representations and warranties of CDB contained herein or contained in any document delivered pursuant to this Agreement or in connection with the Rights Offering herein contemplated, will survive the completion of the purchase of Commitment Shares by the Purchaser and will continue in full force and effect for a period of two years notwithstanding any investigation, inquiry or other steps which may be taken by or on behalf of the Purchaser.

Section 5.13 Notification

CDB shall notify the Purchaser forthwith if it becomes aware of a material fact or circumstance which has caused or is reasonably likely to cause a representation or warranty set out in this Article 5 to become untrue, inaccurate or misleading at any time (by reference to circumstances subsisting at that time) before the Closing Date.

ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER

Section 6.1 Representations and Warranties.

The Purchaser represents and warrants to CDB as follows and acknowledges that CDB is relying on such representations and warranties in entering into this Agreement:

- (a) The Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of Hong Kong.
- (b) The Purchaser has all requisite company power and capacity to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser by CDB in accordance with its terms, except as enforcement may be limited by: (i) applicable bankruptcy, insolvency and any other laws affecting the rights of creditors generally; (ii) equitable remedies that may be granted in the discretion of a court of competent jurisdiction including the remedies of specific performance and injunctive relief; (iii) the statutory and inherent powers of a court of competent jurisdiction to grant relief from forfeiture, to stay proceedings before it and to stay executions and judgements; (iv) applicable Laws limiting rights to indemnity, contribution, waiver, and the ability to sever unenforceable terms; and (v) applicable Laws regarding limitations of actions.
- (c) The execution and delivery of this Agreement by the Purchaser and the consummation of the transactions provided for herein does not and will not result in a breach or violation of, or constitute a default under or conflict with or cause the acceleration of any obligation of the Purchaser under:
 - (i) any material contract, agreement or other instrument to which the Purchaser is a party or by which it or any of its respective property or assets is bound;
 - (ii) any provision of the constating documents or resolutions of the board of directors or managers (or any committee thereof) or shareholders of the Purchaser; or
 - (iii) any applicable Laws;except, in the case of clauses (i) or (iii) above, as would not prevent or materially delay the Closing or the performance of the Purchaser's obligations hereunder.
- (d) The Purchaser has obtained all requisite consents and approvals, from the relevant Governmental Entity as required by and with respect to the Purchaser in connection with the execution and delivery of this Agreement and the consummation of the transactions by the Purchaser contemplated hereby.
- (e) The Purchaser, its Affiliates, or any party to which any of the rights or obligations of the Purchaser may be assigned pursuant to Section 11.2 of this Agreement will be acting as principal with respect to the Commitment and the acquisition of the Commitment Shares by the Purchaser.

- (f) The issuance of the Rights to Purchaser, the exercise of the Rights and issuance of Rights Shares to Purchaser complies with all applicable securities laws of Purchaser.
- (g) Purchaser is the registered holder of 12,241,664 Common Shares on the date of this Agreement.
- (h) The Purchaser represents and warrants to and with CDB that it is acquiring the Rights and Rights Shares as contemplated hereunder as principal and for investment and not with a view to, and has not offered or sold any Rights pursuant to the Rights Offering or the Rights Shares in connection with, the sale or distribution thereof.

Section 6.2 Covenants

Subject to and in accordance with the terms hereof, the Purchaser undertakes and agrees with and in favour of CDB (i) not to transfer any of its Common Shares prior to the Record Date; and (ii) that it will cooperate with CDB in the preparation and filing of the Offering Circular and Offering Notice and submissions to the TSXV to the extent information is required from the Purchaser or is otherwise contemplated hereunder and all such information in respect of the Purchaser that is provided the Purchaser will not contain any Misrepresentation, and the Purchaser will provide such information and make all such filings as may be required under Securities Laws in order for CDB to complete the Rights Offering and the Commitment in accordance with applicable Securities Laws.

Section 6.3 Survival

All representations and warranties of the Purchaser contained herein or contained in any document delivered pursuant to this Agreement or in connection with the Rights Offering herein contemplated, will survive the completion of the purchase of Securities by the Purchaser and will continue in full force and effect for a period of two years notwithstanding any investigation, inquiry or other steps which may be taken by or on behalf of CDB.

ARTICLE 7

CONFIDENTIALITY AND PUBLIC ANNOUNCEMENT

Section 7.1 Confidentiality.

None of the parties hereto will, without the prior consent of the other party, disclose the terms of this Agreement, except that such disclosure may be made to any party's officers, directors, partners, advisors and employees who require such information for the purpose of consummating the transactions contemplated by this Agreement or as may otherwise be required by applicable Laws, including Securities Laws or the rules of the TSXV or Shanghai Stock Exchange. In the event either Party is required to make any disclosures required by applicable Laws, including Securities Laws or the rules of their respective stock exchange, such Party will provide the other Party with prompt written notice of such request or requirement, and shall provide a copy of such disclosure to the other Party and its advisors who shall have a reasonable period of time to review and comment on such documents.

Section 7.2 Public Announcement

Both Parties will make a public announcement regarding this Agreement in connection with the announcement of the Rights Offering and shall work together to coordinate timing of such announcements.

ARTICLE 8 TERMINATION

Section 8.1 Termination by CDB

CDB may terminate this Agreement, without any liability on its part, if the Purchaser is in material default of the representations and warranties or the obligations of the Purchaser hereunder and fails to remedy such breach on or before the date that is five Business Days following the date upon which CDB has provided written notice of such breach, other than a breach with regards to the payment obligations under this Agreement, which will be subject to a cure period of two Business Days; provided, however, that CDB cannot terminate this Agreement under this Section 8.1 if it is in material breach of any of its obligations herein.

Section 8.2 Termination by the Purchaser

The Purchaser may terminate this Agreement, without any liability on its part, if:

- (a) any Material Adverse Change occurs at any time following the execution of this Agreement;
- (b) CDB is in material default of its obligations hereunder and fails to remedy such breach on or before the date that is five Business Days following the date upon which CDB has been provided written notice of such breach; or
- (c) the Rights Offering is terminated or cancelled without issuance of Rights Shares or the Closing has not occurred on or before 45 days after the Record Date;

provided however, that the Purchaser cannot terminate this Agreement under this Section 8.2 if it is in material breach of any of its obligations herein.

Section 8.3 Effect of Termination

Should CDB or the Purchaser validly terminate this Agreement pursuant to, and in accordance with, this Article 8 the obligations of both CDB and the Purchaser under this Agreement will terminate and there will be no further liability on the part of the Purchaser to CDB or on the part of CDB to the Purchaser hereunder (except for any liability of any party that exists at such time or that may arise thereafter pursuant to Article 9, which liabilities and obligations shall survive such termination).

ARTICLE 9 INDEMNIFICATION

Section 9.1 By CDB

CDB covenants and agrees to protect, indemnify and hold harmless the Purchaser for and on behalf of itself and for and on behalf of and in trust for each of its directors, officers, employees, Affiliates, advisors and agents, from and against any and all losses, claims, damages, liabilities, costs or expenses caused or incurred:

- (a) by reason of or in any way arising, directly or indirectly, out of any Misrepresentation in the Offering Circular or the Offering Notice, other than any Misrepresentation in the Offering Circular or the Offering Notice with respect to any information therein specifically regarding the Purchaser which was provided and approved by the Purchaser;
- (b) by reason of or in any way arising, directly or indirectly, out of any order made or inquiry, investigation or proceeding commenced or threatened by any Securities Commission, or other competent authority in the Qualified Jurisdictions or before or by any Governmental Entity, based upon or relating to any Misrepresentation in the Offering Circular or the Offering Notice, or relating to the Rights Offering or other transactions contemplated in this Agreement including, without limitation, any actions taken or statements made by or on behalf of CDB in connection with the Rights Offering or the other transactions contemplated in this Agreement (excluding, for greater certainty, any statements made by or on behalf of CDB exclusively to one or more Indemnified Parties), other than any Misrepresentation in the Offering Circular or the Offering Notice with respect to any information therein specifically regarding the Purchaser which was provided and approved by the Purchaser;
- (c) the non-compliance or alleged non-compliance by CDB with any requirement of the Securities Laws or any other applicable Laws in connection with the Rights Offering or the other transactions contemplated in this Agreement; or
- (d) by reason of, or in any way arising, directly or indirectly, out of any breach or default of or under any representation, warranty, covenant or agreement of CDB contained herein.

Section 9.2 By the Purchaser

The Purchaser covenants and agrees to protect, indemnify and hold harmless CDB for and on behalf of itself and for and on behalf of and in trust for each of its directors, officers, employees, Affiliates, advisors and agents from and against any and all losses, claims, damages, liabilities, costs or expenses caused or incurred by reason of, or in any way arising, directly or indirectly, out of any breach or default of or under any representation, warranty, covenant or agreement of the Purchaser contained herein, or by reason of or in any way arising, directly or indirectly, out of any Misrepresentation relating to any information in the Offering Circular or the Offering Notice with respect to any information therein specifically regarding the Purchaser which was provided and approved in writing by the Purchaser.

Section 9.3 Notification

In the event that any claim, action, suit or proceeding, including, without limitation, any inquiry or investigation (whether formal or informal), is brought or instituted against any of the Persons in respect of which indemnification is or might reasonably be considered to be provided for herein, such Person (an “**Indemnified Party**”) will promptly notify the Person from whom indemnification is being sought (being either CDB under Section 9.1 or the Purchaser under Section 9.2, as the case may be (the “**Indemnifying Party**”)) and the Indemnifying Party will promptly retain counsel who will be reasonably satisfactory to the Indemnified Party to represent the Indemnified Party in such claim, action, suit or proceeding, and the Indemnifying Party will pay all of the reasonable fees and disbursements of such counsel relating to such claim, action, suit or proceeding.

Section 9.4 Independent Counsel

In any such claim, action, suit or proceeding, the Indemnified Party will have the right to retain other counsel to act on his or its behalf, provided that the fees and disbursements of such other counsel will be paid by the Indemnified Party unless:

- (a) the Indemnifying Party and the Indemnified Party will have mutually agreed to the retention of such other counsel; or
- (b) the named parties to any such claim, action, suit or proceeding (including, without limitation, any added, third or impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them (such as the availability of different defenses).

Section 9.5 Fees and Expenses

Subject to Section 9.4, it is understood and agreed that the Indemnifying Party will not, in connection with any claim, action, suit or proceeding in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate legal firm for all Persons in respect of which indemnification is or might reasonably be considered to be provided for herein and such firm will be designated in writing by the Indemnified Party (on behalf of itself and its directors, officers, employees and agents).

Section 9.6 Consent to Settlement

Notwithstanding anything herein contained, neither the Indemnifying Party nor the Indemnified Party will agree to any settlement of any claim, action, suit, proceeding, inquiry or investigation in respect of which indemnification is or might reasonably be considered to be provided for herein, unless the Indemnifying Party or the Indemnified Party, as applicable, has consented in writing thereto, and the Indemnifying Party or the Indemnified Party, as applicable, will not be liable for any settlement of any such claim, action, suit, proceeding, inquiry or investigation unless it has consented in writing thereto.

ARTICLE 10 NOTICE

Section 10.1 Notice

Any notice or other communication required or permitted to be given hereunder will be in writing and will be delivered by email as set forth below or personally delivered to the address listed below, or to such other address, email or Person as may be designated by notice.

- (a) In the case of CDB:

Cordoba Minerals Corp.
606-999 Canada Place
Vancouver, BC V6C 3E1

Attention: Sarah Armstrong-Montoya, President & Chief Executive
Email: Sarmstrong-montoya@cordobamineralscorp.com

(b) In the case of the Purchaser:

Intera Mining Investment Limited
JCHX Plaza, Building 3, No.3 Yuren South Road, Fengtai District, Beijing,
100070 P.R.China

Attention: Qinghai Wang, Chairman
E-mail: wqh2009@jchxmc.com

Section 10.2 Receipt of Notice

Notice will be deemed to be given on the day of actual delivery if delivered prior to 5:00 p.m. (Vancouver time) or if not a Business Day or after 5:00 pm. (Vancouver time), on the next Business Day.

ARTICLE 11 GENERAL

Section 11.1 Further Assurances

The parties hereto agree to do all such things and take all such actions as may be necessary or desirable to give full force and effect to the matters contemplated by this Agreement.

Section 11.2 Assignment

This Agreement may not be assigned by any party to this Agreement, by operation of law or otherwise, without the prior written consent of the other parties to this Agreement.

Section 11.3 Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Section 11.4 Third Party Beneficiaries

Except as otherwise provided for in Article 9, this Agreement does not confer any rights or remedies upon any Person other than the parties and their respective successors and permitted assigns.

Section 11.5 Waiver

Failure by any party hereto to insist in any one or more instances upon the strict performance of any one of the covenants or rights contained herein will not be construed as a waiver or relinquishment of such covenant or right. No waiver by either party hereto of any such covenant or right will be deemed to have been made unless expressed in writing and signed by the waiving party.

Section 11.6 Amendments

No term or provision hereof may be amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of the amendment, discharge or termination is sought.

Section 11.7 Counterparts and Facsimile or Email

This Agreement may be executed in several counterparts and delivered by facsimile or email, each of which when so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument and notwithstanding their date of execution they will be deemed to be dated as of the date hereof.

Section 11.8 Time

Time will be of the essence of this Agreement.

Section 11.9 Entire Agreement

This Agreement and any other agreements and other documents referred to herein and delivered in connection herewith, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their authorized officers as of the date first written above.

CORDOBA MINERALS CORP.

By: "Sarah Armstrong-Montoya"
Name: Sarah Armstrong-Montoya
Title: President and CEO

INTERA MINING INVESTMENT LIMITED

By: "Qinghai Wang"
Name: Qinghai Wang
Title: Chairman