INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT (this "**Agreement**") is dated as of July 31, 2017,

BETWEEN:

HIGH POWER EXPLORATION INC., a corporation existing under the laws of the of the State of Delaware, USA

("**HPX**")

- and -

CORDOBA MINERALS CORP., a corporation existing under the laws of the Province of British Columbia, Canada

(the "**Corporation**" or "**Cordoba**")

RECITALS:

A. HPX Colombia Ventures Ltd. ("**Ventures**"), a subsidiary of HPX, and Cordoba entered into an investment agreement dated June 16, 2015 (the "**Original Agreement**") pursuant to which, among other things, Cordoba provided certain pre-emptive and board nomination rights to Ventures;

B. Pursuant to a share purchase agreement dated June 13, 2017 (the "**Purchase Agreement**") between HPX and Cordoba, HPX agreed to sell all of the issued and outstanding shares of Ventures in exchange for Common Shares of Cordoba and Cordoba agreed to issue Common Shares and warrants to purchase Common Shares to HPX in consideration for certain expenditures incurred by HPX pursuant to a joint venture agreement dated June 16, 2015 between, among others, Cordoba and HPX;

C. As a condition to closing of the transactions contemplated by the Purchase Agreement, Cordoba has agreed to grant HPX certain rights similar to those granted to Ventures under the Original Agreement as set out in this Agreement; and

D. This Agreement is the New Investment Agreement referred to in the Purchase Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows.

ARTICLE 1
INTERPRETATION

Section 1.1 Defined Terms

As used in this Agreement, the following terms have the following meanings:

"**Act**" means the *Business Corporations Act* (British Columbia).

"**Affiliate**" has the meaning ascribed thereto in National Instrument 45-106 - *Prospectus Exemptions* of the Canadian Securities Administrators.

"**Agreement**" or "**Investment Agreement**" means this investment agreement, as amended, modified, restated, replaced or supplemented from time to time.

"**Anti-Dilution Right**" has the meaning given such term in Section 3.1(1).

"**Business Day**" means any day of the year, other than a Saturday, Sunday or a statutory holiday in Vancouver, British Columbia, Canada.

"**Common Shares**" means the common shares of the Corporation.

"**Corporation**" means Cordoba Minerals Corporation.

"**Directors**" mean the directors of the Corporation from time to time.

"**Equity Securities**" has the meaning given to such term in Section 3.1.

"**Exchange**" means the TSX Venture Exchange or the Toronto Stock Exchange, or any other stock exchange upon which the Common Shares may be listed.

"**Financing Notice**" has the meaning given such term in Section 3.2(1)(a).

"**Financing Subscription Notice**" has the meaning given such term in Section 3.2(1)(b).

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, 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 above, (iii) any stock exchange and (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

"**IFRS**" means International Financial Reporting Standards issued by the International Accounting Standards Board and interpretations issued by the International Financial Reporting Interpretations Committee at the relevant time applied on a consistent basis.

"**Issuance Anti-Dilution Right**" has the meaning specified in Section 3.1(2).

"**Issuance Anti-Dilution Right Exercise Price**" means the volume-weighted average trading price of the Common Shares over the five (5) trading days ending on the date that is immediately prior to the issuance of the Common Shares pursuant to the applicable Subsequent Issuance; provided that if such exercise price does not in the particular circumstances of the applicable Issuance Anti-Dilution Right receive applicable regulatory approvals, including approval of the Exchange, then the exercise price applicable to such Issuance Anti-Dilution Right shall instead be the minimum price that receives applicable regulatory approvals, including approval of the Exchange, in respect of the Issuance Anti-Dilution Right.

"**Issuance Notice**" has the meaning given to such term in Section 3.3.

"**Issuance Participation Notice**" has the meaning given to such term in Section 3.3.

"**Law**" means any and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws, (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity and (iii) policies, guidelines, notices and protocols of any Governmental Entity.

"**Notice**" has the meaning specified in Section 7.1.

"**Parties**" means the Corporation and HPX, and any other Person that becomes a party to this Agreement.

"**Person**" means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

"**Pro Rata Interest**" means, on any date, the security ownership interest of HPX and its Affiliates in the Corporation, expressed as a percentage, equal to (i) the aggregate number of outstanding Common Shares and other voting or equity shares of the Corporation beneficially owned, directly or indirectly, or over which control or direction is exercised by HPX and its Affiliates; divided by (ii) the aggregate number of outstanding Common Shares and other voting or equity shares of the Corporation. For purposes of this calculation, the Common Shares issuable upon the exercise or conversion of any warrants or other convertible securities beneficially owned by HPX or its Affiliates shall be deemed to be outstanding for purposes of this calculation.

"**Subsequent Issuance**" has the meaning specified in Section 3.1(2).

Section 1.2 Gender and Number

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.

Section 1.3 Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect its interpretation.

Section 1.4 Currency

All references in this Agreement to dollars or to "C$" are expressed in Canadian currency unless otherwise specifically indicated.

Section 1.5 Certain Phrases, etc.

In this Agreement, (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", and (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". The expressions "Article", "Section" and other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of the Agreement. In the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding".

Section 1.6 Accounting Terms

All accounting terms not specifically defined in this Agreement are to be interpreted in accordance with IFRS.

Section 1.7 Statutory References

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as they may have been or may from time to time be amended, re-enacted or superseded.

Section 1.8 No Partnership

Nothing in this Agreement will be deemed to constitute a partnership, agency or similar relationship between the Corporation and HPX, or to authorize any Party to bind the other Party in relation to the matters set forth herein. Except as provided herein or as the Parties may otherwise agree, each Party shall have the right to engage in and receive the full benefits from any independent business activities or operations, whether or not competitive with the business activities and operations carried on by the other Parties, without consulting with, or incurring any obligation to, the other Parties.

ARTICLE 2
BOARD REPRESENTATION

Section 2.1 Directors of the Corporation

(1) Unless this Agreement is terminated in accordance with Article 6, for so long as HPX has a Pro Rata Interest equal to one of the percentage amounts set out in the table below under the column heading "Pro Rata Interest", HPX shall be entitled to nominate the corresponding number of individual(s) set out opposite such Pro Rata Interest in the table below under the column heading "Number of Director Nominee(s)" for appointment or election as Directors of the Corporation (each, a "**Director Nominee**"):

Pro Rata Interest	Number of Director Nominee(s)
Fifty percent (50%) or greater	Such number of Directors that would represent the smallest number to

Pro Rata Interest	Number of Director Nominee(s)
	represent a majority of the Director Nominees of the Corporation (for example, four (4) individuals if the board has seven (7) Directors)
At least forty percent (40%) and less than fifty percent (50%)	Three (3) individuals[(1)]
At least twenty percent (20%) and less than forty percent (40%)	Two (2) individuals[(1)]
At least ten percent (10%) and less than twenty percent (20%)	One (1) individual[(1)]

Note:
[(1)] Assuming that the Board has seven (7) Directors

and the number of Directors of the Corporation shall not exceed seven (7) without the consent of HPX acting reasonably; provided that each such Director Nominee is acceptable to the Exchange and the Corporate Governance Committee of the Corporation, acting reasonably, and is not disqualified from being a Director under the Act or by the applicable Canadian securities regulatory authorities. In the event that the number of Directors of the Corporation is less than seven (7), HPX shall be entitled to nominate the number of Director Nominees that represents its Pro Rata Interest multiplied by the number of Directors of the Corporation, rounded down to the closest whole number.

(2) The Corporation shall include the Director Nominee(s) in its proposed slate of Directors nominated for election at each annual or special meeting of shareholders at which Directors are to be elected, and management of the Corporation shall recommend that shareholders vote in favour of all such individuals required to be nominated under Section 2.1(1) for election as a Director.

(3) If at any time a meeting of the shareholders of the Corporation is required to give effect to this Article 2, HPX shall provide the name(s) of the Director Nominee(s) at least 20 days in advance of the anticipated mailing date of the management information circular for such meeting and the Corporation shall present such individual as part of management's list of Director nominees, provided however that the Corporation shall give HPX at least 45 days' notice of the anticipated mailing date for such management information circular.

(4) The Corporation acknowledges and agrees that a decrease in the Pro Rata Interest of HPX as a result of HPX not exercising its Anti-Dilution Rights will not affect the status of any Director Nominee who was previously appointed or elected as a Director of the Corporation in accordance with this Article 2. However, the Corporation and HPX

acknowledge and agree that a decrease in the Pro Rata Interest of HPX as a result of HPX selling or otherwise disposing of its Common Shares will require adjustments to the composition of the Directors of the Corporation within 10 Business Days of such disposition to reflect the number of Director Nominees that HPX is entitled to nominate pursuant to Section 2.1(1) following such disposition. For greater certainty, provided that a Director was appointed or elected in accordance with this Article 2 and HPX does not dispose of any of its Common Shares, such Director will be entitled to continue his or her then current term as Director, unless such Director resigns or is otherwise removed for any reason unrelated to the decrease in the Pro Rata Interest of HPX; however, if HPX disposes of any of its Common Shares, then a Director may have to resign or be otherwise removed so that HPX complies with the number of Director Nominees it is entitled to pursuant to Section 2.1(1).

(5) If the Pro Rata Interest of HPX increases such that HPX is entitled to nominate additional Director Nominees pursuant to Section 2.1(1), the Corporation will take all steps as may be reasonably required, to the extent permitted by applicable law, to cause such Director Nominee to be appointed or elected as a Director of the Corporation within 60 calendar days of HPX being entitled to nominate such additional Director Nominee. For greater certainty, the Corporation will be required, if necessary, to call a special meeting of shareholders in order to effect such appointment or election.

(6) In the circumstance that Section 2.1(1) shall become inoperative due to the Pro Rata Interest of HPX falling below ten percent (10%), HPX shall be entitled to all of its rights under Section 2.1(1), if HPX subsequently, and within 60 calendar days, comes to again hold a Pro Rata Interest equal to at least ten percent (10%) prior to the termination of this Agreement in accordance with Article 6.

(7) A Director Nominee nominated by HPX pursuant to this Article 2 need not be "independent" within the meaning of National Instrument 52-110 – *Audit Committees*; provided that if HPX is entitled to nominate a majority of the Director Nominees then at least one (1) of its Director Nominees shall be "independent".

(8) For so long as HPX is entitled to nominate at least one (1) Director Nominee pursuant to this Article 2, the Corporation shall ensure that at least one (1) Director Nominee of HPX, as directed by HPX, is appointed to each standing committee of the board of directors of the Corporation established from time to time; provided that such appointment is acceptable to the Exchange, does not conflict with the Act or applicable Canadian securities laws and is "independent" within the meaning of National Instrument – 52-110 – *Audit Committees*; and provided further that if HPX is entitled to nominate a majority of the Director Nominees, the Director Nominee who is required to be "independent" pursuant to Section 2.1(7) shall be the Director Nominee of HPX appointed to each standing committee pursuant to this Section 2.1(8).

(9) For so long as HPX is entitled to nominate at least two (2) Director Nominees pursuant to this Article 2, the Corporation shall cause one (1) Director Nominee of HPX, as directed by HPX, to be appointed as Chairman of the board of directors of the Corporation.

(10) If a Director Nominee resigns, is lawfully removed, is not elected by the shareholders, or otherwise ceases to be eligible to be a Director for any reason, HPX shall be entitled to fill such vacancy by the election or appointment of another individual nominated by HPX, provided that HPX is still entitled to do so pursuant to Section 2.1(1).

(11) The right to nominate the Director Nominee(s) shall be subject to any notifications to and/or approvals of the Exchange required as a result of the exercise of the right by HPX. The Director Nominee(s) must not be disqualified under the Act from being Director(s) and must be acceptable to the Exchange (determined in conjunction with review of a Personal Information Form filed with the Exchange, if required) and acceptable to the Corporate Governance Committee of the Corporation, acting reasonably.

ARTICLE 3
ANTI-DILUTION RIGHTS

Section 3.1 Anti-Dilution Rights

(1) In the event that the Corporation proposes or commences a financing for cash consideration by way of a public offering or private placement (each, a "**Subsequent Offering**") of Common Shares, other voting or equity shares of the Corporation or securities exchangeable for or convertible into Common Shares or such other voting or equity shares of the Corporation (collectively, "**Equity Securities**"), HPX shall have the right (the "**Financing Anti-Dilution Right**") to subscribe for that portion of the number of Equity Securities being offered in the Subsequent Offering such that the Pro Rata Interest of HPX following the Subsequent Offering shall remain equal to its Pro Rata Interest immediately prior to the Subsequent Offering, all on the same terms and conditions as offered to other potential subscribers of the Subsequent Offering and in compliance with Section 3.2. For greater certainty, the term "Subsequent Offering" shall exclude the granting or exercise of securities under the Corporation's security based compensation arrangements previously approved by shareholders of the Corporation.

(2) In the event the Corporation proposes or becomes obligated to issue Equity Securities other than under a Subsequent Offering or other than in connection with the acquisition of a mineral property, mineral project or other assets (each such issuance of Equity Securities, a "**Subsequent Issuance**"), HPX shall have the right (the "**Issuance Anti-Dilution Right**" and together with the Financing Anti-Dilution Right, the "**Anti-Dilution Rights**") to purchase from treasury of the Corporation that number of Equity Securities such that the Pro Rata Interest of HPX following the Subsequent Issuance shall remain equal to its Pro Rata Interest immediately prior to the Subsequent Issuance, all in compliance with Section 3.3. For greater certainty, the term "Subsequent Issuance" shall exclude the granting or exercise of securities under the Corporation's security based compensation arrangements previously approved by shareholders of the Corporation.

(3) The Anti-Dilution Rights, as applicable, may be exercised in whole or in part by HPX.

(4) If the Pro Rata Interest of HPX is or falls below 10%, each of the Corporation and HPX shall, subject to Section 3.1(5), thereafter cease to have any rights and obligations under this Section 3.1.

(5) Notwithstanding Section 3.1(4) and in the circumstance that Section 3.1(4) shall become operative, HPX shall be entitled to all of its rights under this Section 3.1 if HPX subsequently, and within 60 calendar days of Section 3.1(4) becoming operative, again comes to have a Pro Rata Interest of at least 10% but prior to the termination of this Agreement in accordance with Article 6.

(6) The Anti-Dilution Rights are not assignable or transferable by HPX, provided however that HPX may exercise the Anti-Dilution Rights in the name of an Affiliate (provided each Affiliate commits to remain an Affiliate until it ceases to own such securities and provided that HPX shall remain liable for any breach by an Affiliate of the terms of this Agreement).

Section 3.2 Procedure for Exercise of Financing Anti-Dilution Right

(1) For so long as the Financing Anti-Dilution Right continues to be in effect, and in the event that the Corporation proposes a Subsequent Offering:

(a) the Corporation shall deliver to HPX copies of all documents and other materials delivered by the Corporation (or any agent of the Corporation) to subscribers under the Subsequent Offering and a notice in writing (the "**Financing Notice**") specifying:

(i) as of the date thereof, the total number of Common Shares outstanding;

(ii) the total number and type of Equity Securities which are being offered;

(iii) the rights, privileges, restrictions, terms and conditions of such Equity Securities;

(iv) the consideration for which such Equity Securities are being offered; and

(v) the proposed closing date of the Subsequent Offering.

(b) HPX shall have the option by notice given to the Corporation (a "**Financing Subscription Notice**"), to subscribe for up to that number of Equity Securities being offered for sale (as described in the Financing Notice) for the consideration set forth in the Financing Notice such that its Pro Rata Interest after giving effect to the proposed Subsequent Offering shall be equal to its Pro Rata Interest immediately prior to the Subsequent Offering. In the Financing Subscription Notice, HPX shall specify the number of Equity Securities beneficially owned, directly or indirectly, by it as at the date of the Financing Notice and the number of Equity Securities for which HPX is subscribing. The right to subscribe is exercisable by HPX for a period of five (5) Business Days from the date the Financing Notice is delivered, provided that such period shall be reduced, in the case of a 'bought deal' financing proposal where the Corporation has entered into a binding commitment with one or more underwriters to purchase Equity Securities for resale by means of a short form prospectus to be filed with the applicable Canadian securities regulatory authorities, to either (i) 48 hours from the time of the binding commitment, where no prior notice has been provided to HPX, or (ii) 12 hours from the time of the binding commitment, where the Corporation has previously provided to HPX notice of the potential for a 'bought deal' financing at least 36 hours ahead of the time of the binding commitment (including possible size and pricing ranges), and, in such event, at the option of the Corporation, any Equity Securities subscribed for by HPX may be issued by the Corporation on a private placement basis or otherwise under the relevant prospectus; provided that the Corporation shall be deemed to have delivered notice to HPX of a 'bought deal' financing proposal once HPX's Director Nominee(s) are given notice of the proposal.

(c) If HPX fails to deliver a Financing Subscription Notice within the period identified in Section 3.2(1)(b) or waives its rights hereunder following receipt of a Financing Notice, then any rights which HPX may have had to subscribe for any of the Equity Securities covered by that specific Financing Notice shall be extinguished, provided that the Corporation shall not then complete a Subsequent Offering within the next 60 days, following the delivery of the Financing Notice for less consideration per Equity Security or otherwise on more favourable terms to the subscribers without first providing HPX with an amended Financing Notice, in which case this Section 3.2 shall apply again and the Corporation shall not complete any new Subsequent Offering at the end of the 60 day period without first providing HPX with a new Financing Notice.

(d) Each Financing Notice and Financing Subscription Notice, taken together with each subscription agreement in the form that all subscribers are required to enter into with the Corporation, if any, shall constitute a binding agreement by HPX to subscribe for and take up, and by the Corporation to issue and sell to HPX, the number of Equity Securities subscribed for therein upon the terms and conditions specified in the Financing Notice, provided however that the closing of any purchase by HPX pursuant to the Financing Notice shall only be consummated concurrently with and to the extent of the number of Equity Securities issued under the issuance or sale described in the Financing Notice is consummated.

(e) HPX agrees that, if required by applicable securities laws, securities regulatory authorities or stock exchanges, HPX shall execute and deliver any report, undertaking or other documents with respect to the issue of Equity Securities to it contemplated hereunder as may be required by such applicable securities laws, securities regulatory authorities or stock exchanges.

Section 3.3 Procedure for Exercise of Issuance Anti-Dilution Right

(1) For so long as the Issuance Anti-Dilution Right continues to be in effect, and in the event that the Corporation proposes a Subsequent Issuance:

(a) the Corporation shall deliver to HPX copies of all material documents in connection with the Subsequent Issuance and a notice in writing (the "**Issuance Notice**") specifying:

(i) as of the date thereof, the total number of Common Shares outstanding;

(ii) the total number and type of Equity Securities which are being issued;

(iii) the rights, privileges, restrictions, terms and conditions of such Equity Securities;

(iv) the Corporation's best estimate of the consideration for which such Equity Securities are being offered, expressed in dollars; and

(v) the proposed closing date of the Subsequent Issuance.

(b) HPX shall have the option by notice given to the Corporation (an "**Issuance Participation Notice**"), to purchase from treasury of the Corporation that number of Equity Securities such that the Pro Rata Interest of HPX following the Subsequent Issuance that is the subject of the Issuance Notice shall remain equal to its Pro Rata Interest immediately prior to such Subsequent Issuance at a price per share equal to the Issuance Anti-Dilution Right Exercise Price. The price per share shall be adjusted for an issuance of Equity Securities other than Common Shares to reflect the proportionate economics of such Equity Securities relative the Common Shares. In the Issuance Participation Notice, HPX shall specify the number of Equity Securities beneficially owned, directly or indirectly, by it as at the date of the Issuance Notice and the number of Equity Securities which HPX is purchasing. The right to purchase such Equity Securities is exercisable by HPX for a period of five (5) Business Days from the date the Issuance Notice is delivered, provided that if shareholder approval is required under applicable securities laws or the rules or polices of the Exchange, the Corporation will use commercially reasonable efforts to obtain such shareholder approval (which shall not include the retention of a proxy solicitation firm) as soon as possible, and if such shareholder approval is obtained, will provide HPX with the opportunity to subscribe for such Equity Securities on a private placement basis within fifteen (15) Business Days or as soon as reasonably possible thereafter following the date of the shareholder meeting held to approve the issuance of Equity Securities to HPX.

(c) If HPX fails to deliver an Issuance Participation Notice within the period identified in Section 3.3(1)(b) or waives its rights hereunder following receipt of an Issuance Notice, then any rights which HPX may have had to purchase any Equity Securities covered by that specific Issuance Notice shall be extinguished.

(d) Each Issuance Notice and Issuance Participation Notice, taken together with the subscription agreement which HPX will be required to enter into with the Corporation, if any, shall constitute a binding agreement by HPX to purchase and take up, and by the Corporation to issue and sell to HPX, the number of Equity Securities subscribed for therein upon the terms and conditions specified in this Section 3.3.

(e) HPX agrees that, if required by applicable securities laws, securities regulatory authorities or stock exchanges, HPX shall execute and deliver any report, undertaking or other documents with respect to the issue of Equity Securities to it contemplated hereunder as may be required by such applicable securities laws, securities regulatory authorities or stock exchanges.

ARTICLE 4
COVENANTS

Section 4.1 No Shareholder Rights Plan

The Corporation shall not propose, implement, adopt, or resolve to propose, implement or adopt a shareholder rights plan (poison pill) without the prior written consent of HPX, which consent may be withheld in its sole and absolute discretion.

Section 4.2 Continued Exchange Listing

The Corporation shall maintain a listing for its Common Shares on the Exchange, or another securities or stock exchange approved in advance by HPX, and shall not de-list or resolve to de-list its Common Shares from the Exchange without the prior written consent of HPX, which consent may be withheld, unless such de-listing results from a merger, business combination or plan of arrangement in which the shareholders of the Corporation receive securities of another listed entity.

Section 4.3 Share Classes

The Corporation shall not at any time, without the prior written consent of HPX, which consent may be withheld in its sole and absolute discretion, amend its articles, notice of articles, or other constating documents, or agree to do so, or take any steps to do so (including by means of calling a shareholder meeting or setting a record date for a shareholder meeting in respect thereof), where such amendment would create a class or series of equity or voting shares which, if approved, would have voting rights, a right to a dividend or distribution, a right to the remaining property of the Corporation following dissolution, liquidation or winding-up, or any other rights, which are more advantageous or favourable than those provided to the holders of the Common Shares.

Section 4.4 Acquisitions of Additional Mineral Properties or Projects

For so long as HPX has a Pro-Rata Interest equal to or greater than thirty-five percent (35%), the Corporation shall not at any time, without the prior written consent of HPX, directly or indirectly, acquire ownership or control over any additional mineral properties, mineral projects or other assets, where the consideration for such acquisition is the issuance of Common Shares, other voting or equity shares of the Corporation or securities exchangeable for or convertible into Common Shares or such other voting of equity shares of the Corporation.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of HPX

HPX hereby represents and warrants to the Corporation as follows and acknowledges and confirms that the Corporation is relying on such representations and warranties in entering into this Agreement:

(a) **Corporate Power.** HPX has been duly formed and is validly existing under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority to enter into and deliver this Agreement and to perform its obligations under this Agreement.

(b) **Conflict With Other Instruments.** The execution and delivery by HPX and the performance by it of its obligations under, and compliance with the terms, conditions and provisions of, this Agreement will not conflict with or result in a breach of: (i) its constating documents, (ii) any applicable Law, (iii) any agreement or instrument to which it is a party or by which it is bound or by which any of its properties or assets are bound, or (iv) any judgment, injunction, determination or award which is binding on HPX.

(c) **Corporate Action.** The execution and delivery of this Agreement by HPX and the performance by it of its obligations under this Agreement has been duly authorized by all necessary corporate action on the part of HPX.

(d) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by HPX and constitutes a legal, valid and binding obligation of it enforceable against HPX in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court.

Section 5.2 Representations and Warranties of the Corporation

The Corporation represents and warrants as follows and acknowledges and confirms that HPX is relying on such representations and warranties in entering into this Agreement:

(a) **Corporate Power.** The Corporation has been duly formed and is validly existing under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority to enter into and deliver this Agreement and to perform its obligations under this Agreement.

(b) **Conflict With Other Instruments.** The execution and delivery by the Corporation and the performance by it of its obligations under, and compliance with the terms, conditions and provisions of, this Agreement will not conflict with or result in a breach of: (i) its constitutional documents, (ii) any applicable Law, rule or regulation, (iii) any agreement or instrument to which it is a party or by which it is bound or by which any of its properties or assets are bound, or (iv) any judgment, injunction, determination or award which is binding on it.

(c) **Corporate Action.** The execution and delivery of this Agreement by the Corporation and the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate action on the part of the Corporation.

(d) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court.

ARTICLE 6
TERM AND TERMINATION

Section 6.1 Term

Unless terminated earlier in accordance with this Article 6, this Agreement shall continue in full force and effect and shall terminate only following the date that HPX and its Affiliates shall cease to be the beneficial owners of at least ten percent (10%) of the outstanding Common Shares, and provided then that the Corporation shall have provided sixty (60) days advance notice of termination to HPX.

Section 6.2 Termination

This Agreement may be terminated at any time by written agreement of the Parties.

Section 6.3 Effect of Termination

Upon termination of this Agreement, each Party shall no longer thereafter have any further liability or obligation to the other Party under this Agreement, excepting any claims, liabilities or damages that arose under this Agreement prior to the date of termination.

ARTICLE 7
MISCELLANEOUS

Section 7.1 Notices

(1) **Addresses for Notice**. Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement (a "**Notice**") shall be in writing and shall be given only by personal delivery, courier, facsimile transmission or by email, which results in a written or printed notice being delivered to the applicable address set forth below:

(i) in the case of HPX, addressed to:

High Power Exploration Inc.

654-999 Canada Place
Vancouver, British Columbia, Canada, V6C E31

Attention: Penny Schattenkirk
Fax Number: +1 604 682 6020
Email: penny@ivancorp.net

(ii) and in the case of the Corporation addressed to it at:

Cordoba Minerals Corp.
181 University Avenue, Suite 1413
Toronto, Ontario, M5H 3M7

Attention: Mario Stifano, Chief Executive Officer
Fax Number: +1 416 862 5258
Email: mstifano@cordobamineralscorp.com

(2) **Receipt of Notice**. Any Notice:

(a) if personally delivered, shall be deemed to have been validly and effectively given and received on the date of delivery if received prior to 5:00 p.m. (Toronto Time) on a Business Day, otherwise the date of delivery shall be deemed to be on the next Business Day following such date;

(b) if sent by courier, shall be deemed to have been validly and effectively given and received if received during business hours in the place of delivery, and if not, then at 9:00am on the next Business Day immediately following such date in the place of delivery;

(c) if sent by facsimile communication, shall be deemed to have been validly and effectively given and received on the date of transmission if received prior to 5:00 p.m. (Toronto Time) on a Business Day, otherwise the date of delivery shall be deemed to be on the next Business Day following such date; or

(d) if sent by e-mail transmission, will be deemed to have been received two hours after the time such transmission was sent, if such time falls within business hours in the place of delivery, or at 9:00am on the next Business Day immediately following such date in the place of delivery of the intended recipient.

(3) **Change of Address for Notice**. By giving to the other Party at least ten (10) days' Notice, any Party may, at any time and from time to time, change its address for delivery or communication for the purposes of this Section.

Section 7.2 Expenses

Each Party will be responsible for and bear all of its own costs and expenses (including any broker's or finder's fees and the expenses of its advisors) incurred at any time in connection with the entering and performance of this Agreement and any other agreement contemplated hereby, as well as in respect of the transactions contemplated hereunder.

Section 7.3 Time of the Essence

Time is of the essence in this Agreement.

Section 7.4 Third Party Beneficiaries

The Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties. No Person, other than the Parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. The Parties reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Agreement to any Person who is not a Party, without notice to or consent of that Person.

Section 7.5 Amendments

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by all of the Parties.

Section 7.6 Waiver

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right and a single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 7.7 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 7.8 Successors and Assigns

This Agreement becomes effective only when executed by all of the Parties. After that time, it is binding on and enures to the benefit of the Parties and their respective heirs, administrators, executors, legal personal representatives, successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Parties, except that HPX may assign its rights and obligations under this Agreement to an Affiliate of HPX provided that:

(a) such Affiliate agrees in writing with the Corporation to assume all of the rights and liabilities of HPX under this Agreement,

(b) HPX remains responsible for any subsequent breach by its Affiliate of this Agreement, and

(c) such Affiliate remains an Affiliate of HPX.

Section 7.9 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 7.10 Governing Law

This Agreement is governed by, and is to be interpreted and enforced in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Section 7.11 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile or email) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The signature of any of the Parties may be evidenced by a facsimile or "pdf" copy of this Agreement bearing such signature. A Party sending a facsimile or email transmission shall also deliver the original signed counterpart to the other Party; however, failure to deliver the original signed counterpart shall not invalidate this Agreement.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first herein written.

CORDOBA MINERALS CORP.

By: *(signed) Mario Stifano*

Name: Mario Stifano

Title: President & CEO

HIGH POWER EXPLORATION INC.

By: *(signed) Penny Schattenkirk*

Name: Penny Schattenkirk

Title: Secretary