

**DIRECTOR AND OFFICER
VOTING AND SUPPORT AGREEMENT**

THIS VOTING AGREEMENT dated June 13, 2017.

BETWEEN:

THE PERSONS LISTED ON SCHEDULE A HERETO,
(collectively, the “**Shareholders**” and each individually a
“**Shareholder**”)

-and-

CORDOBA MINERALS CORP., a corporation existing under the
laws of the Province of British Columbia (“**Cordoba**”)

RECITALS:

- A. Each Shareholder is the registered holder, or direct or indirect beneficial owner of, or exercises control or direction over, the issued and outstanding Cordoba Shares or the issued and outstanding Cordoba Convertible Securities set forth opposite such Shareholder’s name on Schedule A hereto.
- B. Each Shareholder understands that High Power Exploration Inc. (“**HPX**”), Cordoba and HPX Colombia Ventures Ltd. (“**Ventures**”) are, concurrently with the execution and delivery of this Agreement, executing and delivering the Share Purchase Agreement providing for the purchase by Cordoba of the Purchased Shares from HPX (the “**Contemplated Transaction**”).
- C. This Agreement sets out the terms and conditions upon which each Shareholder agrees (i) to vote its Shareholder Securities or cause the same to be voted in favour of the resolution to be passed at the Cordoba Meeting seeking the Cordoba Shareholder Approval, and (ii) to abide by the other restrictions and covenants set forth herein.
- D. The foregoing recitals are made by each Shareholder only with respect to itself and its Shareholder Securities and, for greater certainty, are not made in relation to any other Shareholder or any other Cordoba Shares or Cordoba Convertible Securities.

NOW THEREFORE this Agreement witnesses that, in consideration of the foregoing premises and the covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions in Share Purchase Agreement

All capitalized terms used in this Agreement, including the recitals hereto, that are not defined in Section 1.2 or elsewhere herein and that are defined in the Share Purchase Agreement shall have the respective meanings ascribed to them in the Share Purchase Agreement.

1.2 Definitions

In this Agreement:

“**Agreement**” means this voting and support agreement;

“**Cordoba Convertible Securities**” means, collectively, the Cordoba Options, and any other securities of Cordoba, exercisable or exchangeable for, or convertible into, Cordoba Shares;

“**Cordoba Securities**” means all Cordoba Shares owned by each Shareholder, including (i) the Cordoba Shares set forth opposite such Shareholder’s name on Schedule A hereto, (ii) all Cordoba Shares issuable upon the exercise of Cordoba Convertible Securities set forth opposite such Shareholder’s name on Schedule A hereto, owned by such Shareholder, (iii) all shares and securities of Cordoba or of any holding body corporate for securities issued by Cordoba, issued or acquired in lieu of or in replacement for or in consideration of all or any of such Cordoba Shares, Cordoba Convertible Securities or any interest in such Shareholder, (iv) all Cordoba Shares acquired by such Shareholder after the date of this Agreement, and (v) all Cordoba Convertible Securities acquired by such Shareholder after the date of this Agreement; and

“**Share Purchase Agreement**” means the share purchase agreement dated as of June 13, 2017 between HPX, Cordoba and Ventures, as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

1.3 Construction and Interpretation

In this Agreement, unless otherwise expressly stated or the context otherwise requires:

- (a) references to “**herein**”, “**hereby**”, “**hereunder**”, “**hereof**” and similar expressions are references to this Agreement and not to any particular Section of or Schedule to this Agreement;
- (b) references to a “**Section**”, “**subsection**” or a “**Schedule**” are references to a Section, subsection of or Schedule to this Agreement;
- (c) words importing the singular shall include the plural and *vice versa*, and words importing gender shall include all genders;
- (d) the use of headings and descriptions of Articles and Sections is for convenience of reference only and shall not affect the construction or interpretation hereof;
- (e) references to any legislation or to any provision of any legislation shall include any legislative provision substituted therefor and all regulations, rules and interpretations issued thereunder or pursuant thereto, in each case as the same may have been or may hereafter be amended or re-enacted from time to time;
- (f) references to any agreement or document shall be to such agreement or document (together with all schedules and exhibits thereto), as it may have been or may hereafter be amended, supplemented, replaced or restated from time to time;

- (g) wherever the term “**includes**” or “**including**” is used, it shall be deemed to mean “includes, without limitation” or “including, without limitation”, respectively;
- (h) all references to “**approval**”, “**authorization**” or “**consent**” in this Agreement means written approval, authorization or consent, unless expressly stated to the contrary; and
- (i) time is of the essence in the performance of the parties’ respective obligations hereunder.

1.4 Schedules

The following Schedule attached hereto constitutes an integral part of this Agreement:

Schedule A List of Shareholders and Shareholder Securities

ARTICLE 2 COVENANTS OF THE SHAREHOLDERS

2.1 Agreement to Vote in Favor

At any meeting of Cordoba Shareholders (including the Cordoba Meeting), however called, involving a vote seeking the Cordoba Shareholder Approval or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to seeking the Cordoba Shareholder Approval, each Shareholder shall cause its Cordoba Shares to be counted as present for purposes of establishing quorum and, to the extent not voted by the persons appointed as proxies under this Agreement, shall vote (or cause to be voted) its Cordoba Shares in favour of the resolutions seeking Cordoba Shareholder Approval. Each Shareholder will use commercially reasonable efforts to not commit any act that could restrict or affect such Shareholder’s legal power, authority, and right to vote all of its Cordoba Shares or otherwise prevent or disable such Shareholder from performing any of its obligations under this Agreement. Without limiting the generality of the foregoing, except for this Agreement, each Shareholder shall not enter into any voting agreement with any person or entity with respect to any of its Cordoba Shares, grant any person or entity any proxy (revocable or irrevocable) or power of attorney with respect to any of its Cordoba Shares, deposit any of its Cordoba Shares in a voting trust, or otherwise enter into any agreement or arrangement with any person or entity limiting or affecting such Shareholder’s legal power, authority, or right to vote its Cordoba Shares in favour of the resolutions seeking Cordoba Shareholder Approval. If a Shareholder is the beneficial owner or exercises control or direction over any Cordoba Shares, but is not the registered holder of such Cordoba Shares, such Shareholder agrees to take all actions necessary to cause the registered holder and any nominees to grant a proxy to vote all of such Cordoba Shares in accordance with this Section 2.1.

2.2 Restrictions on Transfer

Each Shareholder agrees to not, directly or indirectly, (i) Transfer (as defined below), or enter into any agreement, understanding or arrangement with respect to the Transfer of any of its Cordoba Shares to any Person other than Transfers to or between wholly owned or controlled subsidiaries of such Shareholder (provided that such Transfer does not relieve such Shareholder of any of its obligations under this Agreement with respect to its

Cordoba Shares), or (ii) grant any proxies, deposit any of its Cordoba Shares into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Cordoba Shares, other than pursuant to this Agreement. For the purposes of this Agreement, “**Transfer**” means, with respect to any security, any direct or indirect sale, assignment, transfer, tender, exchange, option, or the gift, grant, or placement in trust or other disposition of such security (including transfers by testamentary or intestate succession, by domestic relations order or other court order, or otherwise by operation of law) or any right, title, or interest therein (including any right or power to vote to which the holder thereof may be entitled, whether such right or power is granted by proxy or otherwise), but does not include the pledge, mortgage or other encumbrance of any Cordoba Shares by a Shareholder for the purpose of giving collateral to a financial institution or *bona fide* lender for a *bona fide* debt of such Shareholder.

2.3 Disclosure

Each Shareholder covenants and agrees with Cordoba to the following disclosure:

- (a) details of this Agreement being set out in the information circular and any press release of Cordoba relating to the Cordoba Meeting or the Contemplated Transaction; and
- (b) this Agreement being publicly filed on SEDAR, and available for inspection to the extent required by Law.

2.4 No Limitation on Fiduciary Duty

Cordoba agrees and acknowledges that, notwithstanding any other provision of this Agreement, each Shareholder is bound hereunder solely in such Shareholder’s capacity as a shareholder of Cordoba and that nothing in this Agreement shall restrict, limit or prohibit the Shareholder from exercising his fiduciary and other duties in his capacity as a director or officer of Cordoba or from taking any action in his capacity as a director or officer of Cordoba permitted under the Share Purchase Agreement.

ARTICLE 3 TERMINATION

3.1 Termination by Cordoba

Cordoba, when not in material default in the performance of its obligations under this Agreement may, in its sole discretion, terminate this Agreement by written notice to each Shareholder, as applicable, if such Shareholder shall not have complied in all material respects with any of his covenants to Cordoba contained in this Agreement, provided, however, that such termination shall be without prejudice to any rights which Cordoba may have as a result of any default by such Shareholder prior to such termination.

3.2 Termination by the Shareholders

The Shareholders, when not in material default in the performance of their obligations under this Agreement, may, in their sole discretion, terminate this Agreement by written notice to Cordoba if Cordoba has not complied in all material respects with any of its covenants to the Shareholders contained in this Agreement, provided however, that such

termination shall be without prejudice to any rights which the Shareholder may have as a result of any default by Cordoba prior to such termination.

3.3 Automatic Termination

Unless extended by mutual agreement of the Shareholders, on the one hand, and Cordoba, on the other hand, this Agreement shall automatically terminate on the earlier of: (i) the Closing Date; and (ii) the date the Share Purchase Agreement is terminated in accordance with its terms.

3.4 Agreement to Terminate

This Agreement may be terminated by a written instrument executed by each of Cordoba and the Shareholders.

3.5 Effect of Termination

If this Agreement is terminated in accordance with this Article 3, the provisions of this Agreement will become void and no party hereto shall have liability to any other party hereto, except in respect of a breach of the covenants, terms or conditions of this Agreement which occurred prior to such termination in which case any party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it and each of the Shareholders shall be entitled to withdraw any form of proxy or voting instruction form which such Shareholders may have given in respect of the Cordoba Shareholder Approval.

ARTICLE 4 GENERAL

4.1 Further Assurances

Each of the parties hereto will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party hereto may reasonably require (at the requesting party's cost) to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

4.2 Assignment

This Agreement shall not be assignable by any party hereto without the prior written consent of the other party hereto. This Agreement shall be binding upon and enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

4.3 Governing Law

This Agreement is governed by and will be interpreted and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver (and appellate courts therefrom) and waives objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

4.4 Entire Agreement

This Agreement, including the schedules hereto and the provisions of the Share Purchase Agreement incorporated herein by reference, constitutes the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

4.5 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by all of the parties hereto.

4.6 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.7 Counterparts, Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature pages follow]

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

WITNESS)
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)

IGNACIO ROSADO

WITNESS)
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BILL ORCHOW

WITNESS)
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DAVID READING

WITNESS)
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TONY MAKUCH

WITNESS)
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MARIO STIFANO

WITNESS)
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CYBILL TSUNG

WITNESS)
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CHRIS GRAINGER

CORDOBA MINERALS CORP.

By: _____
Authorized Signatory

SCHEDULE A
SHAREHOLDERS

Name of Shareholder	Cordoba Shares	Cordoba Convertible Securities
Ignacio Rosado	Nil	250,000 options
Bill Orchow	349,274	400,000 options
David Reading	60,317	450,000 options
Anthony (Tony) Makuch	125,000	125,000 options
Mario Stifano	853,076	1,775,240 options
Cybill Tsung	10,000	500,000 options
Chris Grainger	460,647	870,096 options