

**EARLY WARNING REPORT FILED PURSUANT TO
NATIONAL INSTRUMENT 62-103**

Form 62-103F1

Item 1 – Security and Reporting Issuer

- 1.1** *State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.*

This report relates to common shares ("**Common Shares**") of Cordoba Minerals Corp. (the "**Issuer**" or "**Cordoba**"). The Issuer's head office is located at Suite 654 – 999 Canada Place, Vancouver, British Columbia V6C 3E1.

- 1.2** *State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.*

Not applicable. Issuance of securities from treasury.

Item 2 – Identity of the Acquiror

- 2.1** *State the name and address of the acquiror.*

The acquiror is Ivanhoe Industries, LLC ("**Ivanhoe**"), through its affiliate, High Power Exploration Inc. ("**HPX**").

Ivanhoe is a Delaware, USA limited liability company and its head office is located at 1221 Avenue of the Americas, 25th floor, New York, NY 10020, USA. Ivanhoe's principal business is investments in technology, energy and natural resource companies worldwide.

- 2.2** *State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.*

On October 10, 2018, the Issuer published a news release announcing its plans to raise US\$2.0 million through a non-brokered private placement (the "**Placement**") of units ("**Units**") with the Issuer's majority shareholder, HPX.

Ivanhoe, indirectly through HPX, was issued 26,605,128 Units in the Company at a deemed price of C\$.0975 per Unit. Each Unit consists of one Common Share and one Common Share purchase warrant ("**Warrant**") of the Issuer. Each Warrant will entitle the holder to purchase one Common Share at an exercise price of C\$0.13 per Common Share for a period of 24 months from the date of the closing of the Placement.

- 2.3** *State the names of any joint actors.*

Not applicable.

Item 3 – Interest in Securities of the Reporting Issuer

- 3.1 *State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror's securityholding percentage in the class of securities.*

As a result of the completion of the Placement, Ivanhoe indirectly through HPX acquired an additional 26,605,128 Units consisting of 26,605,128 Common Shares and 26,605,128 Warrants exercisable for 26,605,128 Common Shares.

Ivanhoe Industries now has actual beneficial ownership and control over 207,589,163 Common Shares representing 74.9% of the currently issued and outstanding Common Shares of the Issuer, and is deemed to beneficially own 32,787,439 Common Shares issuable upon the exercise of common share purchase warrants (including the Warrants), representing approximately 77.5% of the Issuer's then issued and outstanding Common Shares on a partially diluted basis.

This resulted in a 2.7% increase in ownership and control by Ivanhoe over the class of Common Shares.

- 3.2 *State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.*

The acquiror has acquired ownership and control over the Units that are the subject of this report.

- 3.3 *If the transaction involved a securities lending arrangement, state that fact.*

Not applicable.

- 3.4 *State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.*

Before the Placement, Ivanhoe, indirectly through HPX, beneficially owned 180,984,035 Common Shares of Cordoba representing approximately 72.2% of the Cordoba's then issued and outstanding common shares. Ivanhoe, indirectly through HPX, also beneficially owned 6,182,311 share purchase warrants of Cordoba, exercisable into Common Shares at an exercise price of C\$1.08 per warrant.

Following the Placement, Ivanhoe, indirectly through HPX now beneficially owns 207,589,163 Common Shares on a non-diluted basis representing 74.9% of the currently issued and outstanding Common Shares of the Issuer. Ivanhoe is

also deemed to beneficially own the common shares issuable on exercise of the warrants, and accordingly, assuming the exercise of the 32,787,439 warrants (which includes the Warrants), Ivanhoe, indirectly through HPX, would beneficially then own 240,376,602 common shares of Cordoba, representing approximately 77.5% of Cordoba's then issued and outstanding common shares on a partially-diluted basis.

3.5 *State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which*

- (a) *the acquiror, either alone or together with any joint actors, has ownership and control,*
- (b) *the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and*
- (c) *the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.*

All securities referred to in paragraph 3.4, above, are indirectly owned and controlled by the acquiror.

3.6 *If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.*

Not applicable.

3.7 *If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.*

Not applicable.

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

3.8 *If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which*

this report relates, describe the material terms of the agreement, arrangement or understanding.

Not applicable.

Item 4 – Consideration Paid

- 4.1 *State the value, in Canadian dollars, of any consideration paid or received per security and in total.*

The aggregate deemed price for 26,605,128 Units is US\$2.0 Million, representing a per Unit price of C\$0.0975.

- 4.2 *In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.*

See paragraph 4.1, above.

- 4.3 *If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.*

Not applicable.

Item 5 – Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following: (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer; (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries; (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board; (e) a material change in the present capitalization or dividend policy of the reporting issuer; (f) a material change in the reporting issuer's business or corporate structure; (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company; (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace; (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada; (j) a solicitation of proxies from securityholders; and (k) an action similar to any of those enumerated above.

The Common Shares acquired will be held for investment purposes.

Subject to the rules of the TSX Venture Exchange and applicable securities laws, Ivanhoe may, depending on market and other conditions increase or decrease its beneficial ownership of the Issuer's securities, whether in the open market, by privately negotiated agreements or otherwise, subject to a number of factors, including general market conditions and other available investment and business opportunities.

HPX and the Issuer are parties to an investment agreement dated July 31, 2017 (the "**Investment Agreement**") pursuant to which, among other things, HPX was granted certain rights to nominate members of the board of directors (the "**Board**") of the Issuer (being a majority of the Board for so long as HPX and its affiliates hold more than 50% of the issued and outstanding Common Shares, which will be reduced to less than a majority otherwise) and the right to participate in future equity offerings completed by the Issuer in order to maintain HPX's pro-rata ownership interest in the Issuer. HPX's rights under the Investment Agreement will remain in place for so long as HPX and its affiliates' ownership interest in the Issuer remains above 10% of the issued and outstanding Common Shares.

Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

See paragraph 5 above.

Item 7 – Change in Material Fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

Item 8 – Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 - Certification

The acquiror must certify that the information in this report is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or their authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

The certificate must state the following:

I, as the acquiror, certify, or I, as the agent filing this report on behalf of an acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Dated this 19th day of October, 2018.

"PENNY SCHATTENKIRK"
Signature

PENNY SCHATTENKIRK
Name

SECRETARY
Title