

**Form 62-103F1**

***Required Disclosure under the Early Warning Requirements***

**State if this report is filed to amend information disclosed in an earlier report. Indicate the date of the report that is being amended.**

Not applicable.

**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 the purchase of 85,998,409 common shares (the “**Shares**” each, a “**Share**”) in the issued capital of Cordoba Minerals Corp. (“**Cordoba**” or, the “**Issuer**”) by Intera Mining Investment Limited (“**Intera**” or, the “**Acquiror**”) pursuant to a rights offering, whereby Intera acquired the Shares at a price of C\$0.05 per Share for a total price of C\$4,299,920.45 (the “**Rights Offering**”).

The Issuer’s head office address is as follows:

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.**

This report is filed in respect of the Rights Offering conducted by the Issuer pursuant to TSX Venture Exchange Policy 4.5 and National Instrument 45-106. The Issuer’s common shares are traded on the TSX Venture Exchange.

**Item 2 – Identity of the Acquiror**

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

Intera Mining Investment Limited

22/F Manly Commercial Building, 15 Soy Street  
Mong Kok, Kowloon  
Hong Kong

**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 June 26, 2020, Intera acquired 85,998,409 common shares in the issued capital of the Issuer pursuant to the Rights Offering for a total purchase price of C\$4,299,920.45.

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

Intera is indirectly wholly owned by JCHX Mining Management Co. Ltd. through a direct wholly owned subsidiary, Conest Resources Limited.

**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 security holding percentage in the class of securities.**

Prior to the Rights Offering, Intera owned or controlled 92,300,937 common shares or securities convertible into common shares of the Issuer, representing 19.99% of the issued and outstanding common shares. Immediately following the Rights Offering, Intera owned a total of 178,299,346 common shares representing approximately 19.99% of the Issuer’s issued and outstanding 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.**

Intera acquired ownership and control of the Shares.

**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 security holding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.**

See 3.1 above.

**3.5 State the designation and number or principal amount of securities and the acquiror’s security holding 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,**

Intera has ownership and control over all of the securities referred to in Item 3.1 above.

- (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**

Not applicable.

- (c) **the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

See Item 3.1 above.

- 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 security holdings.**

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.**

**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 Shares were acquired at a price of C\$0.05 per Share under the Rights Offering for aggregate consideration of C\$4,299,920.45.

- 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 Items 1.1 and 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;**
- (k) an action similar to any of those enumerated above.**

Intera acquired the Shares for investment purposes. Intera may from time to time acquire additional securities, dispose of some or all of the existing or additional securities or may continue to hold the securities of the Issuer in accordance with applicable securities regulations. Pursuant to an investor rights agreement (the “**Investor Rights Agreement**”) dated January 16, 2020 between Intera, the Issuer and High Power Exploration Inc., a controlling shareholder of the Issuer (“**HPX**”), Intera may, subject to the terms and conditions of the Investor Rights

Agreement, replace its nominee director from time to time depending on the willingness of such nominee to serve as director of the Issuer and other factors. Pursuant to the Investor Rights Agreement, Intera will hold the Director Nomination Right (as defined below) for so long as the Intera shareholding, legally and beneficially, constitutes 10% or more of the issued and outstanding common shares of the Issuer. See Item 6 below as well.

#### **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.**

The Issuer, HPX and Intera are parties to the Investor Rights Agreement. Under the Investor Rights Agreement, among other things:

- for so long as the percentage of the issued and outstanding common shares of the Issuer owned by Intera is at least 10%, Intera will be entitled to designate one individual to be nominated at each meeting of shareholders of the Issuer at which directors of the Issuer are to be elected, subject to eligibility under the Business Corporations Act (British Columbia), the rules of the TSX Venture Exchange, and approval by the board of directors of the Issuer, acting reasonably, and the Issuer shall use commercially reasonable efforts to cause the election of such nominee (the “**Director Nomination Right**”);
- subject to applicable laws, Intera will have the right to appoint its nominee to the Issuer's Corporate Governance and Nominating Committee and any other committees with similar mandates (the “**Committee Nomination Right**”);
- for so long as the percentage of the issued and outstanding common shares of the Issuer owned by Intera constitutes 10% or more of the issued and outstanding common shares of the Issuer; or, for so long as the Issuer and/or its affiliates has control over the San Matías Project, Intera shall be entitled to a right of first offer to be appointed as the engineering, procurement and construction contractor for the San Matías project (the “**EPC Right of First Offer**”);
- for so long as the percentage of the issued and outstanding common shares of the Issuer owned by Intera constitutes 10% or more of the issued and outstanding common shares of the Issuer; or, for so long as the Issuer and/or its affiliates has control over the San Matías Project, where there is a proposed issue or sale of shares or securities convertible into shares of the Issuer's subsidiary holding the San Matías project or the sale of a direct interest in the San Matías Project (a “**Sale of a San Matías Equity Interest**”), Intera shall

be entitled to a right of first offer in respect of such Sale of a San Matías Equity Interest (the "**San Matías Equity Interest Right of First Offer**");

- where pursuant to the exercise and acceptance of the EPC Right of First Offer or the San Matías Equity Interest Right of First Offer, the Issuer is required under applicable laws to obtain shareholders approval for entry into the definitive agreements in connection with the exercise and acceptance of the EPC Right of First Offer or the San Matías Equity Interest Right of First Offer (as the case may be), the Issuer agrees to amongst others, solicit proxies in support thereof;
- subject to certain restrictions, Intera will have participation rights with respect to any future equity financings of common shares, equity or voting securities, or securities convertible into equity or voting securities of the Issuer to maintain up to its percentage ownership in the outstanding common shares held by the Investor and/or its affiliates prior to such equity financing, subject to a maximum percentage in all cases of 19.9% of the issued and outstanding common shares of the Issuer; and
- for so long as Intera's shareholding constitutes 10% or more of the issued and outstanding common shares of the Issuer, HPX has provided certain undertakings to procure and support the appointment of Intera's nominee director to the board of directors of the Issuer pursuant to Intera's exercise of its Director Nomination Right, including but not limited to, voting in favour of the resolution(s) that will be proposed at a convened shareholders' meeting to approve the appointment of Intera's nominee as a director of the Issuer.

On May 15, 2020, Intera entered into a commitment agreement with the Issuer pursuant to which Intera agreed to exercise its subscription rights therein to maintain its shareholdings in the Issuer at 19.99% upon completion of the Rights Offering.

#### **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**

**Certificate**

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 24th day of July, 2020.

**INTERA MINING INVESTMENT LIMITED**

By: (Signed) "*Qinghai Wang*"

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Qinghai Wang