



Form 51-102F6V
Statement of Executive Compensation – Venture Issuers

Dated June 7, 2023



STATEMENT OF EXECUTIVE COMPENSATION

The following information regarding the executive compensation of Cordoba Minerals Corp. (“**Cordoba**” or the “**Company**”) for the financial year ended December 31, 2022, is presented in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers*.

Interpretation

A term used herein that is not defined in this Statement of Executive Compensation has the meaning ascribed to it under National Instrument 14-101 – *Definitions*.

“**company**” includes other types of business organizations such as partnerships, trusts and other unincorporated business entities;

“**compensation securities**” includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units (“**DSUs**”) and restricted stock units (“**RSUs**”) granted or issued by the Company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries;

“**named executive officer**” or “**NEO**” means each of the following individuals:

- (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer;
- (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer;
- (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) above at the end of the most recently completed financial year whose total compensation was more than \$150,000, for that financial year;
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year;

“**plan**” includes any plan, contract, authorization, or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons;

“**Shares**” means the common shares in the capital of the Company;

“**underlying securities**” means any securities issuable on conversion, exchange or exercise of compensation securities.

For the purposes of Cordoba’s executive compensation disclosure for the year ended December 31, 2022, the following persons were each a NEO of the Company: Ms. Sarah Armstrong-Montoya, President and Chief Executive Officer (“**CEO**”); and Mr. David Garratt, Chief Financial Officer (“**CFO**”).

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets forth all direct and indirect compensation (excluding compensation securities) paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Company, or a subsidiary of the Company, to each NEO and each director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director for services provided and for services to be provided, directly or indirectly,

to the Company, or a subsidiary of the Company, for each of the Company's two (2) most recently completed financial years:

Table of compensation, excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites ⁽¹⁾ (\$)	Value of all other compensation (\$)	Total compensation (\$)
Sarah Armstrong-Montoya ⁽²⁾ President, & CEO	2022	357,858	Nil	Nil	Nil	Nil	357,858
	2021	305,018	Nil	Nil	Nil	Nil	305,018
David Garratt ⁽³⁾ CFO	2022	265,793	Nil	Nil	Nil	Nil	265,793
	2021	87,384	Nil	Nil	Nil	Nil	87,384
Govind Friedland Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
William Orchow Director	2022	Nil	Nil	\$18,000 ⁽⁴⁾	Nil	Nil	\$18,000
	2021	Nil	Nil	16,000 ⁽⁵⁾	Nil	Nil	16,000
Dr. Huaisheng Peng Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
Luis Valencia Gonzalez Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
Dr. Diane Nicolson ⁽⁶⁾ Director	2022	Nil	Nil	\$19,000 ⁽⁴⁾	Nil	Nil	\$19,000
	2021	Nil	Nil	Nil	Nil	Nil	Nil
Gibson Pierce ⁽⁷⁾ Former Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	123,700 ⁽⁹⁾	Nil	Nil	123,700

Notes:

- (1) Perquisites have not been included, as they do not reach the prescribed value threshold of 10% or more of the total salary of the NEOs for the financial year.
- (2) Ms. Armstrong-Montoya's compensation is denominated in U.S. dollars ("USD") and has been converted from USD to Canadian dollars based on an average exchange rate for 2022 of C\$1.3013 to US\$1.00 and C\$1.2535 to US\$1.00 for 2021.
- (3) Mr. Garratt was appointed CFO on September 1, 2021.
- (4) A Special Committee was established in October 2022 to examine and review the transaction with Cordoba's second largest shareholder, JCHX to acquire a 50% interest in the Company's Alacran Copper, Gold and Silver Project in Colombia (the "JCHX Transaction"). The members of the Special Committee were Mr. Orchow and Dr. Nicolson, and they received \$18,000 and \$19,000, respectively, in director fees relating to their work on the Special Committee.

- (5) A Special Committee was established in April 2021 to examine and review the Company's Perseverance Project in Arizona. The members of the Committee were Mr. Orchow and Mr. Pierce. The Special Committee was disbanded in January 2022, both Mr. Orchow and Mr. Pierce received \$16,000 in director fees relating to their work on the Special Committee.
- (6) Dr. Diane Nicolson was appointed as a Director on August 1, 2022.
- (7) Mr. Pierce was appointed as a Director on June 28, 2019, and resigned as a Director on February 20, 2022.
- (8) In 2021, Mr. Pierce received director fees of \$107,700 with respect to his work on the Technical Committee.

Stock Options and Other Compensation Securities

The following table discloses all compensation securities granted or issued to each director and NEO by the Company or one of its subsidiaries in the financial year ended December 31, 2022 for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries.

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities / number of underlying Shares / percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
Sarah Armstrong Montoya ⁽²⁾ President & CEO	Options ⁽¹⁾	93,750/93,750/ 0.105%	08/01/22	0.53	0.53	0.52	08/01/27
	RSUs	281,250/281,250/ 0.315%	08/01/22	N/A	0.53	0.52	12/31/25
David Garratt ⁽³⁾ CFO	Options	37,500/37,500/ 0.042%	08/01/22	0.53	0.53	0.52	08/01/27
	RSUs	112,500/112,500/ 0.126%	08/01/22	N/A	0.53	0.52	12/31/25
Govind Friedland ⁽⁴⁾ Director	Options	25,000/25,000/ 0.028%	08/01/22	0.53	0.53	0.52	08/01/27
	DSUs	75,000/75,000/ 0.084%	08/01/22	N/A	0.53	0.52	N/A
William Orchow ⁽⁵⁾ Director	Options	25,000/25,000/ 0.028%	08/01/22	0.53	0.53	0.52	08/01/27
	DSUs	75,000/75,000/ 0.084%	08/01/22	N/A	0.53	0.52	N/A
Dr. Huaisheng Peng ⁽⁶⁾ Director	Options	25,000/25,000/ 0.028%	08/01/22	0.53	0.53	0.52	08/01/27
	DSUs	75,000/75,000/ 0.084%	08/01/22	N/A	0.53	0.52	N/A
Luis Valencia Gonzalez ⁽⁷⁾ Director	Options	25,000/25,000/ 0.028%	08/01/22	0.53	0.53	0.52	08/01/27
	DSUs	75,000/75,000/ 0.084%	08/01/22	N/A	0.53	0.52	N/A

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities / number of underlying Shares / percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
Dr. Diane Nicolson ⁽⁸⁾ Director	Options	25,000/25,000/ 0.028%	08/01/22	0.53	0.53	0.52	08/01/27
	DSUs	75,000/75,000/ 0.084%	08/01/22	N/A	0.53	0.52	N/A
Gibson Pierce ⁽⁹⁾ Former Director	Options	Nil	N/A	N/A	N/A	N/A	N/A
	DSUs	Nil	N/A	N/A	N/A	N/A	N/A

Notes:

- (1) Stock options granted in 2022 vest as to 1/3 six months following the date of grant, 1/3 on the one-year anniversary, and are fully vested on the 2nd anniversary of the date of grant, expiring 5 years after grant.
- (2) Total compensation securities and underlying Shares held by Ms. Armstrong-Montoya as of December 31, 2022 consisted of 182,720 stock options, entitling the purchase of 182,720 Shares and 304,534 RSUs, convertible to 304,534 Shares. The RSUs vest 1/3 on each of the first, second and third anniversaries of the grant date.
- (3) Total compensation securities and underlying Shares held by Mr. Garratt as of December 31, 2022 consisted of 37,500 stock options, entitling the purchase of 37,500 Shares, and 112,500 RSUs, convertible to 112,500 Shares. The RSUs vest 1/3 on each of the first, second and third anniversaries of the grant date.
- (4) Total compensation securities and underlying Shares held by Mr. Friedland as of December 31, 2022 consisted of 54,049 stock options, entitling the purchase of 54,049 Shares and 122,493 DSUs, convertible into 122,493 Shares. The DSUs are redeemable pursuant to the terms of the DSU Plan.
- (5) Total compensation securities and underlying Shares held by Mr. Orchow as of December 31, 2022 consisted of 137,967 stock options, entitling the purchase of 137,967 Shares, and 122,493 DSUs, convertible into 122,493 Shares. The DSUs are redeemable pursuant to the terms of the DSU Plan.
- (6) Total compensation securities and underlying Shares held by Dr. Peng as of December 31, 2022 consisted of 34,312 stock options, entitling the purchase of 34,312 Shares, and 104,876 DSUs, convertible into 104,876 Shares. The DSUs are redeemable pursuant to the terms of the DSU Plan.
- (7) Total compensation securities and underlying Shares held by Mr. Gonzalez as of December 31, 2022 consisted of 34,312 stock options entitling the purchase of 34,312 Shares and 104,876 DSUs, convertible into 104,876 Shares. The DSUs are redeemable pursuant to the terms of the DSU Plan.
- (8) Total compensation securities and underlying Shares held by Dr. Nicolson as of December 31, 2022 consisted of 25,000 stock options entitling the purchase of 25,000 Shares and 75,000 DSUs, convertible into 75,000 Shares. The DSUs are redeemable pursuant to the terms of the DSU Plan.
- (9) Mr. Pierce resigned as a director in February 2022.

Exercise of Compensation Securities by Directors and NEOs

The following table discloses details regarding each exercise of compensation securities by a director and NEO during the financial year ended December 31, 2022.

Exercise of Compensation Securities by Directors and NEOs							
Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (\$)	Date of exercise	Closing Price per security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
Sarah Armstrong-Montoya President & CEO	RSU	23,284	0.53	2022-12-19	0.53	Nil	12,340
Gibson Pierce Former Director	DSU	26,529	0.40	2022-05-13	0.40	Nil	10,611.60

INCENTIVE PLANS

DESCRIPTION OF STOCK OPTION PLAN

The Company's existing stock option plan (the "**Stock Option Plan**") was last approved by Shareholders on September 22, 2022.

The purpose of the Stock Option Plan is to assist in attracting, retaining and motivating directors, officers, employees and consultants of the Company and to closely align the personal interest of such persons with those of shareholders by providing them with the opportunity, through stock options, to acquire Shares.

The Stock Option Plan reserves for issuance upon the exercise of stock options granted pursuant to the Stock Option Plan up to such number of Shares as is equal to 10% of the aggregate number of Shares issued and outstanding.

The Stock Option Plan was amended in 2022 to align with the TSXV updated Policy 4.4, which was brought into effect on November 24, 2021. The updates to the policy generally related to the expansion of the policy to cover a number of types of security-based compensation in addition to stock options, amongst other things, the revised TSXV Policy 4.4 allows option holders to exercise their options on a "Cashless Exercise" or "Net Exercise" basis. "Cashless Exercise" is a method of exercising stock options in which a securities dealer loans funds to the option holder or sells the same shares as those underlying the option, prior or in conjunction with the exercise of options, to allow the option holder to fund the exercise of some or all of the options. "Net Exercise" is a method of option exercise under which the option holder does not make any payment to the issuer for the exercise of the options and receives on exercise a number of shares equal to the intrinsic value (current market price less the exercise price) of the option valued at the current market price. Under the revised TSXV Policy 4.4, the current market price must be the 5-day volume weighted average trading price prior to option exercise. "Net Exercise" may not be utilized by persons performing investor relations services.

On August 9, 2022, the Cordoba board of directors (the "**Board**") approved amending the Stock Option Plan allowing for "Cashless Exercise", "Net Exercise" and other amendments to align the Stock Option Plan to the revised TSXV Policy 4.4. The amendments to the Stock Option Plan, were approved by shareholders at the September 22, 2022 Annual General Meeting.

Eligible Participants

Persons eligible to participate are “Directors”, “Employees” and “Consultants” (as such terms are defined in the TSXV Corporate Financial Manual) of the Company or of a subsidiary (“**Eligible Participants**”).

Limits of Issuance

The following limitations apply to grants under the Stock Option Plan:

- (i) the aggregate number of options granted to any one “Person” (as that term is defined in the TSXV Corporate Financial Manual), and companies wholly-owned by that “Person”, in a 12-month period must not exceed 5% of the issued and outstanding Shares, calculated on the date an option is granted to the “Person” (unless Cordoba has obtained the requisite “Shareholder Approval”);
- (ii) the aggregate number of options granted to any one “Consultant” in a 12-month period must not exceed 2% of the issued and outstanding Shares, calculated at the date an option is granted to the “Consultant”;
- (iii) the aggregate number of options granted to all “Persons” retained to provide “Investor Relations Activities” (as that term is defined in the TSXV Corporate Finance Manual) must not exceed 2% of the issued and outstanding Shares in any 12-month period, calculated at the date an option is granted to any such “Person”;
- (iv) the aggregate number of Shares reserved for issuance under stock options granted to “Insiders” (as that term is defined in the TSXV Corporate Financial Manual) (as a group) at any point in time shall not exceed 10% of the issued and outstanding Shares;
- (v) “Insiders” (as a group) shall not be granted options exceeding 10% of the issued and outstanding Shares in any 12-month period calculated at the date an option is granted to an “Insider”; and
- (vi) the number of Shares which may be issued under the Stock Option Plan, together with Shares reserved for issuance under all other security-based compensation arrangements of Cordoba, shall not exceed 10% of the issued and outstanding Shares.

Options Terms and Exercise Price

The Board may, at any time, authorize the granting of options to such Eligible Participants as it may select, for the number of Shares that it shall designate subject to the provisions of the Stock Option Plan. The term of any options granted shall be fixed no later than the date such option is granted, which shall not be more than ten (10) years from the grant date. The exercise price per Share of any options may not be less than the “Discounted Market Price” as defined in the TSXV Corporate Finance Manual, which, subject to certain exceptions, generally means the most recent closing price of the Company’s Shares on the TSXV before the date of grant, less a discount ranging from 15% to 25%, depending on the trading price of the Company’s Shares.

Effect of Termination of Employment or Death

Unless otherwise determined by the Board, if an Eligible Participant ceases to be employed by, or act as, a “Director” of the Company or its affiliate: (i) as a result of death, any option held by such Eligible Participant at the date of death shall be exercisable only to the extent that the Eligible Participant was entitled to exercise the option at the date of their death and only for 12-months after such date or the expiration of the option, whichever is sooner; (ii) for any reason other than death or cause, any option held by such Eligible Participant at the effective date thereof shall become exercisable, only to the extent that the Eligible Participant was entitled to exercise the option at the date, for a period of up to 90 days thereafter or the expiration of the option, whichever is sooner; or (iii) for cause, no option held by such Eligible Participant will be exercisable following the date on which such Eligible Participant ceased to be employed or to be a “Director”, as the case may be.

Amendments

Subject to applicable regulatory compliance, the Board may from time to time, and without Shareholder approval, amend any provision or terminate the Stock Option Plan, provided that such amendment is an amendment to fix typographical errors or to clarify the existing provisions of the Stock Option Plan that do not substantively alter the scope, nature and intent of the provisions of the Stock Option Plan. The Company may amend the terms of an option without TSXV acceptance, provided the Company issues a news release outlining the terms of the amendment, (i) to reduce the number of Shares under an option; (ii) to increase the exercise price of an option; and (iii) to cancel an option. Any other amendment shall require the approval of the TSXV and shareholders, as applicable.

Securities Issued and Unissued under the Stock Option Plan

As at the date of this disclosure, there are 89,241,375 Shares of the Company issued and outstanding. The Shares reserved for issuance under the Stock Option Plan (and based on the current outstanding Shares of the Company), are as follows:

	Number of Shares	% of Issued and Outstanding Shares ⁽¹⁾
Shares reserved for future issuance pursuant to issued and unexercised options under the Stock Option Plan	2,172,280	2.43%
Unissued Shares available for future option grants under the Stock Option Plan	4,827,404 ⁽²⁾	5.41%
Maximum number of Shares available for issuance under the Stock Option Plan	8,923,767	10.00%

Notes:

- (1) As at December 31, 2022, 2,248,058 options were outstanding under the Stock Option Plan, 1,409,159, share units were outstanding under the Long-Term Incentive Plan, and 529,738 share units were outstanding under the Deferred Share Unit Plan. There were 4,736,812 Shares available for future option grants under the Stock Option Plan, the Long-Term Incentive Plan and the Deferred Share Unit Plan at that time.
- (2) This number reflects the remaining available issuances under all three Plans as of the date of this circular.

DESCRIPTON OF LONG-TERM INCENTIVE PLAN

The Company's long term incentive plan (the "**LTI Plan**") was last approved by disinterested Shareholders on September 22, 2022. As of the date of this Form of Executive Compensation, there are 1,394,715 RSUs outstanding under the LTI Plan.

The LTI Plan was amended in 2022 to align with amendments made to the TSXV's Policy 4.4, as well to increase the number of RSUs from 5,816,795 to 8,915,095, in the aggregate with the DSU Plan (as defined below), and to increase the maximum number of Shares subject to grant under the Company's Stock Option Plan, DSU Plan and LTI Plan to not exceed 10% of the Shares issued and outstanding.

Pursuant to the LTI Plan, the Board may, from time to time, grant to eligible participants, unit awards, with each unit award granted entitling an eligible participant to receive one (1) RSU. Each RSU represents the right of an eligible participant to receive one (1) Share or a cash payment equal to the equivalent thereof.

Purpose

The purpose of the LTI Plan is to secure for the Company and its shareholders the benefits of incentives inherent in share ownership by the employees, officers and directors of the Company and its affiliates who, in the judgment of the Board and a Compensation Committee, if any, will be largely responsible for the Company's future growth and success. Eligible participants under the LTI Plan include directors, officers, employees and consultants of the Company and any of its affiliates, each of whom participate in the LTI Plan voluntarily.

Limits of Issuance

The aggregate maximum number of Shares that may be issued pursuant to the LTI Plan is fixed and limited to an aggregate of 8,915,095 Shares but will not exceed 10% of the Company's issued and outstanding shares. As of the date of this Form of Executive Compensation, there are 1,394,715 RSUs outstanding under the LTI Plan.

Participation Limits

The number of options granted under the Stock Option Plan and unit awards granted under the LTI Plan to any one person in any 12-month period must not exceed 5% of the issued Shares calculated as at the first such grant date.

The aggregate number of options granted under the Stock Option Plan and unit awards granted under the LTI Plan, to any one consultant in any 12-month period must not exceed 2% of the issued Shares calculated at the first such grant date.

The aggregate number of options granted under the Stock Option Plan and unit awards granted under the LTI Plan to all persons retained to provide "Investor Relations Activities" (as defined under the TSXV Corporate Finance Manual) must not exceed 2% of the issued Shares in any 12-month period calculated at the first such grant date.

LTI Plan Terms

The Board, or if authority is delegated to a compensation committee, that committee may at any time authorize the grant of unit awards to such eligible participants as it may select for the number of unit awards that it shall designate subject to the provisions of the LTI Plan. Each grant of a unit award shall specify the performance period and may (but is not required to) specify performance conditions attaching to it, with such conditions to be set by the Board or a compensation committee. Performance conditions are additional conditions that may be imposed on a unit award that are required to be satisfied or discharged before a unit award shall vest.

Vesting

Section 4.6 of the TSXV's Policy 4.4 "Security Based Compensation" imposes mandatory vesting on certain types of security-based compensation. No security-based compensation (other than stock options or securities issued pursuant to a share purchase plan) may vest before one year from date of issuance or grant. Acceleration of vesting is permitted in connection with participant's death or where the participant ceases to be an eligible participant in connection with a change of control, take-over bid, RTO or other similar transaction, and except as otherwise provided in the LTI Plan or unless otherwise determined by the Board or the Compensation, Governance and Nominating Committee at the time of the grant of the unit award, and subject to satisfaction of any performance conditions which may be attached to the unit award during the relevant performance period, unit awards shall vest in one-third (1/3) increments, commencing on the one year anniversary of the date of grant and on each of the two anniversaries thereafter.

Settlement

The Board of Directors determine the form of settlement, and will default to the issuance of one common share from the Company's Treasury for each vested RSU as the form of settlement.

Effect of Termination

If an eligible participant ceases to be employed by, or act as, an officer or a director of the Company or its affiliates (or a consultant) for any reason (including death, termination for cause, termination without cause, resignation or retirement): (i) any unvested unit awards held by such eligible participant at the date the eligible participant ceases to be an employee, officer or director of the Company or its affiliates (or a consultant) shall be terminated as of such date; and (ii) any vested unit awards held by such eligible participant at the date the eligible participant ceases to be an employee, officer or director of the Company

or its affiliates (or a consultant) and which has not yet been settled, shall be settled within thirty (30) days of such date. If a unit award has performance conditions attached to it which remain unsatisfied at the date an eligible participant ceases to be an employee, officer or director of the Company or its affiliates (or a consultant), then such unit awards shall be deemed to not have vested.

Transferability

Any unit awards or RSUs accruing to any eligible participant shall not be transferable except by will or by the laws of descent and distribution. All benefits and rights granted under the LTI Plan may only be exercised by the eligible participant during their lifetime.

Amendments

The Board may amend the terms of the LTI Plan without Shareholder approval, including for the purposes of changes of a clerical or grammatical nature; changes regarding the persons eligible to participate in the LTI Plan; changes to the vesting, provisions of unit awards, performance conditions or performance period; changes to the authority and role of a Compensation Committee under the LTI Plan; and any other matter relating to the LTI Plan and the unit awards granted thereunder.

The Compensation Committee, if any, also has the power to amend the terms of the LTI Plan without Shareholder approval, for the purposes of: changes of a clerical or grammatical nature; changes regarding the persons eligible to participate in the LTI Plan; and changes to the vesting, provisions of unit awards, performance conditions or performance period.

Notwithstanding the foregoing, the powers of the Board and the Compensation Committee, if any, shall be limited in those circumstances set forth in the LTI Plan as requiring Shareholder approval or approval of the TSXV.

Any amendment to the LTI Plan or a unit award requires prior approval of the TSXV, unless the amendment imposes additional performance conditions. As well, any amendment to an outstanding unit award or RSU held by an insider requires “Disinterested Shareholder Approval”.

Securities Issued and Unissued under the LTI Plan

As at the date of this disclosure, there are 89,241,375 Shares of the Company issued and outstanding. Pursuant to the LTI Plan, Shares reserved for issuance under the LTI Plan are as follows:

	Number of Common Shares	% of Issued and Outstanding Common Shares ⁽¹⁾
Outstanding Securities Awarded: Shares reserved for future issuance pursuant to issued and unvested RSUs	1,394,715	1.57%
Unissued Shares available for future RSU grants under the LTI Plan	6,661,233 ⁽²⁾⁽³⁾	7.46%
Shares issued pursuant to vested RSUs	269,426	0.29%
Maximum number of Shares available for issuance under the LTI Plan	8,915,095	9.99%

Note:

- (1) Based on 89,241,375 issued and outstanding Shares.
- (2) The aggregate number of Shares that may be reserved for issuance under the LTI Plan, together with any other securities based compensation arrangement of the Company in effect from time to time, in this case the Stock Option Plan and the Deferred Share Unit Plan, shall not exceed 10% of the issued and outstanding Shares from time to time. The 6,661,233 is the aggregate amount of remaining grants available under the DSU Plan and LTI Plan, in order to increase the room under the DSU Plan and LTI Plan, the Company will need to seek further shareholder approval.
- (3) There are currently 4,827,404 equity incentive grants available for future issuance under all three plans.

DESCRIPTION OF DEFERRED SHARE UNIT PLAN

The Company's deferred share unit plan was last approved by disinterested Shareholders on September 22, 2022. As of the date of this Statement of Executive Compensation, there are [529,738] DSUs outstanding under the Deferred Share Unit Plan (the "**DSU Plan**").

The DSU Plan was amended to align with amendments made to the TSXV's Policy 4.4, as well to increase the number of DSUs from 5,816,795 to 8,915,095, in the aggregate with the LTI Plan (defined above), and to increase the maximum number of Shares subject to grant under the Company's Stock Option Plan, DSU Plan and LTI Plan to not exceed 10% of the Shares issued and outstanding.

The purpose of the DSU Plan is to strengthen the alignment of interests between directors (each, an "**Eligible Director**") and the Shareholders by linking a portion or all of annual director compensation to the future value of the Shares. In addition, the DSU Plan is intended to advance the interests of the Company through the motivation, attraction and retention of directors of the Company, it being generally recognized that deferred share unit plans aid in attracting, retaining and encouraging director commitment and performance due to the opportunity offered to them to receive compensation in line with the value of the Shares.

The DSU Plan is administered by the Board or a committee of the Board (the "**Committee**") and the Committee will have full discretionary authority to administer the DSU Plan, including the authority to interpret and construe any provision of the DSU Plan and to adopt, amend and rescind such rules and regulations for administering the DSU Plan as the Committee may deem necessary in order to comply with the requirements of the DSU Plan.

DSUs may be granted by the Company to Eligible Directors in lieu of a portion of the annual compensation payable to the Eligible Director in a fiscal quarter, excluding amounts received by the Eligible Director as reimbursement for expenses incurred in attending meetings of the Board (the "**Director's Remuneration**"). Eligible Directors to which DSUs have been issued are referred to herein as "DSU Participants".

The Committee will grant and issue to each Eligible Director on each issue date, as determined by the Committee (the "**DSU Issue Date**"), the aggregate of:

- (a) that number of DSUs having a value (such value being the "**Mandatory Entitlement**") equal to the percentage or portion of the Director's Remuneration payable to such Eligible Director for the current quarter as determined by the Board at the time of determination of the Director's Remuneration; and
- (b) that number of DSUs having a value (such value being the "**Elective Entitlement**") equal to the percentage or portion of the Director's Remuneration which is not payable to such Eligible Director for the current quarter pursuant to paragraph (a) as determined by the Eligible Director.

The aggregate number of DSUs under paragraphs (a) and (b) will be calculated based on the sum of an Eligible Director's Mandatory Entitlement and Elective Entitlement (collectively, the "**Entitlement**") and the number of DSUs to be granted to an Eligible Director will be determined by dividing the Entitlement by the Market Value (as such term is defined in the DSU Plan) on the business day immediately preceding the DSU Issue Date.

Vesting

Section 4.6 of the TSXV's Policy 4.4 "Security Based Compensation" imposes mandatory vesting on certain types of security-based compensation. No security-based compensation (other than stock options or securities issued pursuant to a share purchase plan) may vest before one year from date of issuance or grant. Acceleration of vesting is permitted in connection with the participant's death or where the participant ceases to be an eligible Participant in connection with a change of control, take-over bid, RTO or other similar transaction.

Each vested DSU held by a DSU Participant who ceases to be an Eligible Director will be redeemed by the Company on the relevant date the DSU Participant ceases to be an Eligible Director (the “**Separation Date**”) for a cash payment by the Company equal to the Market Value (as defined in the DSU Plan) of a Share on the Separation Date multiplied by the number of DSUs held by the DSU Participant on the Separation Date or issuance of one Share for each DSU, in the sole discretion of the Company, to be made to the DSU Participant on such date as the Company determines.

An Eligible Director will have the right to elect in each calendar year the manner in which the Eligible Director wishes to receive the Director’s Remuneration (i.e. the Elective Entitlement), other than the portion fixed by the Board (i.e. the Mandatory Entitlement) in accordance with paragraph (a) (whether in cash, stock options, DSUs or a combination thereof). The Board may, from time to time, set such limits on the manner in which DSU Participants may receive their Director’s Remuneration and every election made by a DSU Participant is subject to such limits once they are set.

The DSU Plan provides for the ability of the Company, at the discretion of the Board, to satisfy DSUs by the issuance of Shares from treasury on the basis of one Share for each DSU, subject to adjustment in certain circumstances.

The DSU Plan and LTI Plan reserve 8,915,095 in Shares for issuance across the DSU Plan and LTI Plan, provided that in no event will the total number of Shares made available under all of the Company’s share-based compensation arrangements, including the Stock Option Plan, exceed 10% of the outstanding Shares.

The number of DSUs which may be granted to any one DSU Participant, together with grants under any other share-based compensation arrangements of the Company, within any one-year period may not exceed 5% of the outstanding Shares at the time of the grant. The maximum number of DSUs which may be granted to insiders under this DSU Plan, together with grants under any other previously established or proposed share compensation arrangements, within any one-year period will be 10% of the outstanding issue as calculated at the time of the grant. The maximum term of a DSU shall not be more than ten (10) years from the date of grant.

In the event that a dividend (other than stock dividend) is declared and paid by the Company on its Shares, a DSU Participant will be credited with additional DSUs in accordance with the DSU Plan.

The Board may, from time to time, in its discretion (without Shareholder approval) amend, modify and change the provisions of the DSU, except however that, any amendment, modification or change to the provisions of the DSU Plan which would:

- (a) increase the number of Shares or maximum percentage of Shares, which may be issued pursuant to the DSU Plan, subject to certain exceptions;
- (b) reduce the range of amendments requiring Shareholder approval contemplated in the applicable section of the DSU Plan;
- (c) permit DSUs to be transferred other than for normal estate settlement purposes;
- (d) change insider participation limits which would result in Shareholder approval to be required on a disinterested basis; or
- (e) materially modify the requirements as to eligibility for participation in the DSU Plan, shall only be effective upon such amendment, modification or change being approved by the disinterested Shareholders. In addition, any such amendment, modification or change of any provision of the DSU Plan will be subject to the approval, if required, by any regulatory authority having jurisdiction over the securities of the Company.

Amendments

The Board may, from time to time, in its discretion (without Shareholder approval) amend, modify and change the provisions of the DSU, except however that, any amendment, modification or change to the provisions of the DSU Plan which would:

- (a) increase the number of Shares or maximum percentage of Shares, which may be issued pursuant to the DSU Plan, subject to certain exceptions;
- (b) the range of amendments requiring Shareholder approval contemplated in the applicable section of the DSU Plan;
- (c) permit DSUs to be transferred other than for normal estate settlement purposes;
- (d) change insider participation limits which would result in Shareholder approval to be required on a disinterested basis; or
- (e) materially modify the requirements as to eligibility for participation in the DSU Plan,

will only be effective upon such amendment, modification or change being approved by the disinterested Shareholders. In addition, any such amendment, modification or change of any provision of the DSU Plan will be subject to the approval, if required, by any regulatory authority having jurisdiction over the securities of the Company.

Securities Issued and Unissued under the DSU Plan

As at the date of this disclosure, there are 89,241,375 Shares of the Company issued and outstanding. Pursuant to the LTI Plan, Shares reserved for issuance under the LTI Plan are as follows:

	Number of Common Shares	% of Issued and Outstanding Common Shares⁽¹⁾
Outstanding Securities Awarded: Shares reserved for future issuance pursuant to issued and unvested DSUs	529,738	0.59%
Unissued Shares available for future DSU grants under the DSU Plan	6,661,233 ⁽²⁾⁽³⁾	7.46%
Shares issued pursuant to vested DSUs	59,993	0.07%
Maximum number of Shares available for issuance under the LTI Plan	8,915,095	9.99%

Note:

- (1) Based on 89,241,375 issued and outstanding Shares.
- (2) The aggregate number of Shares that may be reserved for issuance under the DSU Plan, together with any other securities based compensation arrangement of the Company in effect from time to time, in this case the Stock Option Plan and the LTI Plan, shall not exceed 10% of the issued and outstanding Shares from time to time. The 6,661,233 is the aggregate amount of remaining grants available under the DSU Plan and LTI Plan, in order to increase the room under the DSU Plan and LTI Plan, the Company will need to seek further shareholder approval.
- (3) There are currently 4,827,404 equity incentive grants available for future issuance under all three plans.

Employment, Consulting and Management Agreements

Sarah Armstrong-Montoya

Ms. Armstrong-Montoya was appointed President and CEO on April 26, 2021. Prior to becoming President and CEO, Ms. Armstrong-Montoya was Vice President and General Counsel, as well as being President of the Company's wholly owned Colombian subsidiary, Minerales Cordoba S.A.S. from August 24, 2016. Ms. Armstrong-Montoya's employment agreement (the "**Armstrong-Montoya Agreement**") entitles her

to a base salary of US\$275,000 (the “**Base Salary**”). Ms. Armstrong-Montoya is entitled to receive five (5) weeks paid annual vacation per annum and was reimbursed for all reasonable expenses incurred in the course of performing her duties. Ms. Armstrong is entitled to receive one personal business class airfare annually to Australia while she is working in Colombia.

Ms. Armstrong-Montoya is entitled to terminate the Armstrong-Montoya Agreement within six (6) months’ notice in writing to the Company. In the event that Ms. Armstrong-Montoya provides notice in writing to terminate the Armstrong-Montoya Agreement, she will continue to provide active service during the resignation notice period and the Company shall continue to pay the Base Salary unless the requirement for active service is expressly waived in whole or in part by the Company and in which case the Company shall pay to Ms. Armstrong-Montoya the equivalent of six (6) months Base Salary in lieu thereof. The Armstrong-Montoya Agreement may be terminated by the Company at any time, and for any reason whatsoever upon notice of six (6) months or payment in lieu thereof, via salary continuance, equal to six (6) months’ Base Salary, plus one additional month notice or Base Salary in lieu of notice for each year of service from the date of commencement of employment to a maximum of twelve (12) months’ total notice or pay in lieu thereof.

If a Change of Control (as defined below) occurs and, at any time during the twelve (12) month period following such Change of Control, either (i) there occurs a termination of the Ms. Armstrong-Montoya’s employment by the Company, other than for cause, or (ii) Ms. Armstrong-Montoya resigns employment for Good Reason (as defined within the Armstrong-Montoya Agreement), Ms. Armstrong-Montoya shall be entitled to receive a lump sum cash payment in an amount equal to twelve (12) monthly installments of Base Salary and continuation of benefits coverage for the minimum period required by the *Employment Standards Act* (British Columbia). In addition, all of Ms. Armstrong-Montoya’s unvested stock options and unvested RSUs will be deemed to have vested and all of Ms. Armstrong-Montoya’s stock options will remain exercisable until the earlier of twelve (12) months following the date of such termination or the expiry date of such securities.

David Garratt

Mr. Garratt was appointed as Chief Financial Officer on September 1, 2021. Mr. Garratt’s employment agreement (the “**Garratt Agreement**”) with the Company is administered by GMM, and his base salary is \$262,500. Mr. Garratt is entitled to receive five weeks paid annual vacation per annum and is reimbursed for all reasonable expenses incurred in the course of performing his duties as CFO.

Mr. Garratt may terminate the Garratt Agreement with three (3) months’ notice in writing to the Company. In the event that Mr. Garratt provides notice in writing to terminate the Garratt Agreement, he will continue to provide active service during the resignation notice period and the Company shall continue to pay the base salary unless the requirement for active service is expressly waived in whole or in part by the Company. The Garratt Agreement may be terminated by the Company at any time, and for any reason whatsoever upon notice of six (6) months or payment in lieu thereof, via salary continuance, equal to six (6) months’ base salary, plus one additional month notice or base salary in lieu of notice for each year of service from the date of commencement of employment to a maximum of twelve (12) months’ total notice or pay in lieu thereof.

If a Change of Control (as defined below) occurs and, at any time during the twelve (12) month period following such Change of Control, either (i) there occurs a termination of Mr. Garratt’s employment by the Company, other than for cause, or (ii) Mr. Garratt resigns employment for Good Reason (as defined with the Garratt Agreement), Mr. Garratt shall be entitled to receive a lump sum cash payment in an amount equal to twelve (12) monthly installments of base salary and continuation of benefits coverage for the minimum period required by the *Employment Standards Act* (British Columbia). In addition, all of Mr. Garratt’s unvested stock options and unvested RSUs will be deemed to have vested and all of Mr. Garratt’s stock options will remain exercisable until the earlier of twelve (12) months following the date of such termination or the expiry date of such securities.

Change of Control, as defined in the Armstrong-Montoya Agreement and Garratt Agreement, means any of the following events occurring:

- (a) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Company and another corporation or other entity, as a result of which the majority shareholder of the Company's outstanding voting securities prior to the completion of the transaction ceases to be the largest shareholder of the outstanding voting securities of the successor corporation or entity after completion of the transaction;
- (b) the direct or indirect acquisition by any person, or any combination of persons acting jointly or in concert by virtue of an agreement, arrangement, commitment or understanding, of the majority of the voting rights attached to all outstanding voting securities of the Company resulting in the majority shareholder of the Company's outstanding voting securities prior to the completion of the transaction ceasing to hold the largest percentage of voting rights attached to all outstanding voting securities of the Company;
- (c) the direct or indirect acquisition by any person, or any combination of persons acting jointly or in concert by virtue of an agreement, arrangement, commitment or understanding, or the legally enforceable right to (i) appoint a majority of the Board; or (ii) control the decisions or actions of the Board;
- (d) the direct or indirect sale, transfer or other disposition by the Company of all or substantially all of its assets, other than a sale, transfer or other disposition to an affiliate(s) or subsidiary(s) of the Company; or
- (e) the Board, by resolution duly adopted by the affirmative vote of a simple majority of the votes cast by the members of the Board, determines, for any purpose, that a Change of Control of the Company has occurred or is imminent.

Oversight and Description of Director and NEO Compensation

Objectives of Compensation Program

The Board recognizes that the Company's performance depends on the quality of its directors and executives. To achieve its operating and financial objectives, the Company must attract, motivate and retain highly skilled directors and executives who are able and capable of managing the Company's operations and carrying out the objectives of the Company. The Board further recognizes that there must be a link between compensation and business strategy and that remuneration at the Company should be comparable with that offered by companies of comparable size operating in the mineral exploration and development industry in order to ensure that the Company can retain its executives and promote a culture aimed at achieving its business objectives.

Compensation Philosophy and Goals

The Board has the responsibility of overseeing the Company's compensation program. The Board has delegated certain oversight responsibilities to the Compensation, Nominating and Corporate Governance Committee (the "**Compensation Committee**") but retains final authority over the compensation program and process, including approval of material amendments to or the adoption of new equity-based compensation plans and the review and approval of Compensation Committee recommendations.

Based on these recommendations, the Board makes decisions concerning the nature and scope of the compensation to be paid to the Company's executive officers. The Compensation Committee bases its recommendations to the Board on its compensation philosophy and the Compensation Committee's assessment of corporate and individual performance, recruiting and retention needs. In the normal course,

the Company's total compensation package is comprised of three principal elements: salary, bonus and equity incentives.

The Company has not yet developed a formal executive compensation program; however, in implementing its compensation philosophy the Compensation Committee and the Board are mindful that:

- compensation should be guided by a pay for performance philosophy;
- compensation should be market-competitive to attract and retain the leadership talent required to drive business results; and
- compensation should motivate high performers to achieve exceptional levels of performance through rewards tied to performance.

Role of the Compensation Committee

The Compensation Committee is comprised entirely of directors who are not NEOs. The members of the Compensation Committee are William Orchow, and Govind Friedland. Mr. Pierce was also a member of the Committee prior to his resignation in February 2022.

The Compensation Committee establishes and reviews the Company's overall compensation philosophy and its general compensation policies with respect to directors and executive officers. The Compensation Committee evaluates each executive officer's performance and, based on its evaluation, makes recommendations to the Board regarding the salary, bonus, long-term incentives and other benefits for such officer. In determining compensation matters, the Compensation Committee and the Board may consider a number of factors, including the Company's performance, the value of similar incentive awards to officers performing similar functions at comparable companies, the awards given in past years, and other factors it considers relevant. The Company does not use a peer group to determine executive compensation.

The Compensation Committee also administers and makes recommendations to the Board with respect to the Stock Option Plan, the LTI Plan and the DSU Plan, subject to compliance with applicable securities law, stock exchange and other regulatory requirements. In this regard, the Compensation Committee has the authority to retain such independent advisors as it may deem necessary or advisable for its purposes.

The Chair of the Compensation Committee will meet with the CEO at least annually to discuss management's corporate goals for the forthcoming year, and to complete the annual review of the CEO's performance. The Compensation Committee also works with the CEO to evaluate the performance and set the compensation, including proposed salary adjustments and awards, for the other NEOs.

The Compensation Committee met one time in 2022.

NEO Compensation

There have not been any significant changes to the Company's compensation policies during or after, the most recently completed financial year. The Company's approach to executive compensation has been to provide suitable compensation for executives that is internally equitable, externally competitive and reflects individual achievement. The Company's compensation arrangements for NEOs may, in addition to salary, include compensation in the form of bonuses and, over a longer term, benefits arising from the grant of long-term equity incentives including stock options and RSUs. Given the stage of development of the Company, compensation of the NEOs to-date has emphasized salary and long-term equity incentive awards to attract, motivate and retain NEOs. This policy may be re-evaluated in the future depending upon the future development of the Company and other factors which may be considered relevant by the Board from time to time.

The current overall objective of the Company's compensation strategy is to reward management for their efforts, while seeking to conserve cash given current market conditions. With respect to any bonuses or

incentive plan grants which may be awarded to executive officers in the future, the Company has not currently set any objective criteria and will instead rely upon any recommendations and discussion at the Compensation Committee level with respect to the above-noted considerations and any other matters which the Compensation Committee and the Board may consider relevant on a going-forward basis, including the cash position of the Company.

Compensation Decisions for 2022

During the fiscal year ended December 31, 2022:

- (a) total compensation of \$357,858 was paid to Ms. Armstrong-Montoya, in respect of the services that were provided as President and CEO of the Company.
- (b) total compensation of \$265,793 was paid to Mr. Garratt, in respect of the services that he provided as the CFO of the Company.

Director Compensation

The Board's policy is to remunerate non-executive directors for their commitment of time, duties and responsibilities at market rates for similar companies in comparable industries. The Board will review on an annual basis the remuneration paid by the Company to non-executive directors and make determinations thereon based on market practice, workload and accountability. Independent external compensation advice may be sought as required. The Board elected not to pay cash retainers to non-executive directors in 2022.

Directors are eligible to participate in the DSU Plan and the Stock Option Plan, and all reasonable travel expenses relating to Company meetings and site visits will be reimbursed. The independent directors who are members of the Technical Committee are entitled to receive up to a \$3,000 per diem for attending site visits and participating in operational team meetings.

In addition, independent directors that are asked to form or participate on special committees, from time to time, in order to assess and provide an independent opinion on potential related party transactions, may receive fees for serving on such committees.

Both William Orchow and Dr. Diane Nicolson received cash payments of \$18,000 and \$19,000, respectively, for their participation on a Special Committee that was established in October 2022 to examine and review the JCHX Transaction.

As of December 31, 2022, 529,738 DSUs had been awarded to directors and the Company had outstanding Stock Options to purchase 2,248,058 Shares, of which an aggregate of 290,640 Stock Options had been granted to directors.