

JEMI ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of the 22nd day of September, 2021.

BETWEEN:

DISCOVERY SILVER CORP., a British Columbia corporation, whose address is Suite 701 - 55 University Avenue, Toronto, ON, M5J 2H7

(the “Assignor”)

-and-

MONUMENTAL GOLD CORP., a British Columbia corporation, whose address is Suite 605 - 815 Hornby Street, Vancouver, B.C., V6Z 2E6

(the “Assignee”)

RECITALS:

- A. The Assignor, through its wholly-owned Mexican subsidiary Discovery Metals S.A. de C.V. (the “**Discovery Subsidiary**”) entered into a mineral exploration and option to purchase agreement with respect to the six (6) mineral concessions (the “**Property**”) located in Coahuila, Mexico, dated May 15, 2017, and as amended on June 30, 2021 (the “**Jemi Option Agreement**”) with Jesus Miguel Hernandez Garza and Juan Reynaldo Elizondo Falcon (the “**Vendors**”), a copy of which is set out in Schedule “A”.
- B. The Assignee is a mineral exploration company with its common shares listed on the TSX Venture Exchange (the “**Exchange**”) under the symbol “MGLD”.
- C. Monumental Minerals S.A. de C.V. (the “**Monumental Subsidiary**”) is a wholly-owned and controlled Mexican subsidiary of the Assignee.
- D. The Assignor has agreed to assign to the Assignee all of the Assignor’s right, title and interest in and to the Jemi Option Agreement, all on and subject to the terms and conditions herein contained.
- E. The Assignee has agreed to assume from the Assignor all of the Assignor’s right, title and interest in and to the Jemi Option Agreement, all on and subject to the terms and conditions herein contained.
- F. The Vendors have executed and delivered an acknowledgment evidencing their consent to the assignment and assumption herein provided for and to release the Assignor and the Discovery Subsidiary from all damages, debts, liabilities, suits, actions, causes of action and losses (collectively, the “**Liabilities**”) which now exist or which may hereinafter arise with respect to the Jemi Option Agreement.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, conditions, agreements and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties agree as follows:

1. For the purposes of this Agreement, except as otherwise expressly provided herein, the following terms have the following meanings:

“Anti-Bribery and Anti-Corruption Laws” means: (i) the Corruption of Foreign Public Officials Act (Canada); (ii) the Criminal Code of Canada; (iii) any regulations under (i) or (ii) above; and (iv) all other applicable Laws where the applicable Person does business relating to corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses, to public officials and private persons, and laws requiring the disclosure of agency relationships or commissions and the anti-corruption rules of any international financial institutions with which any applicable Person does business;

“Business Day” means a day other than a Saturday or a Sunday, on which commercial banks are open for the transaction of business in Vancouver, British Columbia;

“Convertible Securities” means any agreement, option, warrant, right or other security or conversion privilege issued or granted by the Person or any of its affiliates that is exercisable or convertible into, or exchangeable for, or otherwise carries the right of the holder to purchase or otherwise acquire common shares, including pursuant to one or more multiple exercises, conversions and/or exchanges to require the Person to purchase, redeem or otherwise acquire any of its issued and outstanding common shares;

“Encumbrance” means any mortgage, deed of trust, security interest, pledge, charge, lien, right of first refusal, right of first offer, other preferential right, profits interest, net profits interest, royalty interest, overriding royalty interest, conditional sale or title retention agreement, or other similar burden;

“Environmental Laws” means Laws aimed at reclamation or restoration of the Property; abatement of pollution; protection of the environment; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials and substances; releases or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including ambient air, surface water and groundwater; and all other laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes;

“Environmental Liabilities” means any and all claims, actions, causes of action, damages, losses, liabilities, obligations, penalties, judgments, amounts paid in settlement, assessments, costs, disbursements, or expenses (including, attorneys’ fees and costs, experts’ fees and costs, and consultants’ fees and costs) of any kind or of any nature whatsoever that are asserted against either Party, by any Person or entity other than the other Party, alleging liability (including, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, containment costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines) arising out of, based on or resulting from:

- (a) the presence, release, threatened release, discharge or emission into the environment of any hazardous materials or substances existing or arising on, beneath or above the Property and/or emanating or migrating and/or threatening to emanate or migrate from the Property; or
- (b) the violation or alleged violation of any Environmental Laws;

“Existing Data” means maps; geological, geochemical and geophysical reports and data; drill logs and other drilling data; core, pulps, reports, surveys, assays, analyses, production reports,

operations, technical, accounting and financial records, permits, licenses and other material information developed in operations on the Property before the Closing Date that is in the Assignor's control or possession;

"Governmental Authority" means any domestic or foreign national, regional, county, state, tribal, or local court, governmental department, commission, authority, central bank, board, bureau, agency, official, or other instrumentality exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of or pertaining to government;

"Governmental Fees" means all location fees, mining claim rental fees, mining claim maintenance payments, state permit and lease payments, recording or filing fees and other payments required by Law to be paid to any Governmental Authority to apply for, maintain, extend or renew any licenses, permits, unpatented mining claims, concessions, fee lands, mining leases, surface leases or other tenures included in the Property;

"Law" means all applicable federal, state, local, municipal, tribal and foreign laws (statutory or common), rules, ordinances, regulations, grants, concessions, franchises, licenses, orders, directives, judgments, decrees, and other governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature;

"Parties" means, together, the Assignor and the Assignee (or their respective successors or permitted assigns), and **"Party"** means either one as applicable in the context;

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or a governmental entity (or any department, agency, or political subdivision thereof);

"Public Record" means all documents which have been publicly filed on SEDAR by the Assignee pursuant to a requirement under applicable Securities Laws;

"Securities Commissions" means, as applicable, the securities commissions or securities regulatory authorities in British Columbia, Ontario and Alberta;

"Securities Laws" means, as applicable, the securities laws, regulations, rules, rulings and orders in each of British Columbia, Ontario and Alberta, the applicable policy statements, notices, blanket rulings, orders and all other regulatory instruments of the Securities Commissions; and

"Taxes" means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, sales taxes, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties.

PAYMENT TERMS

2. In consideration for the assignment and assumption of the Jemi Option Agreement, the Assignee shall:
 - (a) issue within three (3) business days (the “**Closing Date**”) of the date on which this Agreement is accepted for final approval (the “**Exchange Approval**”) by the Exchange (the “**Exchange Approval Date**”), that number of common shares of the Assignee that would result in the Assignor holding, on a non- diluted basis, 9.9% of the issued and outstanding common shares of the Assignee (including without limitation, after any issuance of finder’s fee common shares that may be issued by the Assignee in connection with this Agreement) on the Closing Date (the “**Payment Shares**”);
 - (b) on the Closing Date or as soon as reasonably practicable thereafter, the Assignor shall deliver to the Assignee all Existing Data in its possession or control; and
 - (c) conditional upon the Assignee exercising the option contained in the Jemi Option Agreement (the “**Option Exercise Date**”) and the Assignee or the Monumental Subsidiary, as the case may be, acquiring the Property pursuant to the Jemi Option Agreement, effective as of the Option Exercise Date, such Assignee or the Monumental Subsidiary, as the case may be, shall convey, grant and pay to the Assignor or its designee (which may include the Discovery Subsidiary) a 1.5% net smelter returns royalty (the “**Royalty**”), in accordance with Schedule “B” hereto and such Assignee or the Monumental Subsidiary shall execute and deliver to and in favour of the Assignor or its designee (which may include the Discovery Subsidiary), a deed of adherence, in form and substance satisfactory to the Assignor or its designee (which may include the Discovery Subsidiary) pursuant to which the royalty payor agrees to be bound by and subject to the terms of this Agreement as pertain to the Royalty, including without limitation Schedule “B” hereof.
3. The Assignor hereby acknowledges that the Assignee’s ability to cause the Payment Shares to be issued pursuant to this Agreement is subject to the rules and policies of the Exchange, National Instrument 45-102 – *Resale of Securities* and that the Payment Shares issued to the Assignor may be subject to resale restrictions imposed by the applicable securities laws and the rules of the Exchange, which rules may require that a restrictive legend be placed on share certificates delivered to the Assignor under this Agreement, and the Assignor covenants and agrees with the Assignee to abide by all such resale restrictions. The issuance of the Payment Shares pursuant to this Agreement is subject to the approval of the Exchange. The Assignor further acknowledges that, in addition to any resale restrictions imposed by applicable securities laws and the rules of the Exchange, the Payment Shares shall be subject to a 12-month voluntary hold period from the date of issuance (the “**Voluntary Hold Period**”) and the share certificate or direct registration system (DRS) delivered to the Assignor in respect of the Payment Shares shall bear a legend regarding the Voluntary Hold Period.
4. In addition to the foregoing, if the Assignor decides to sell or transfer more than 50,000 common shares of the Payment Shares in any day then the Assignor shall first notify the Assignee of such intention and the Assignor and the Assignee shall engage in good faith discussions and based on reasonable commercial efforts and within market prices on the Exchange, to find a buyer for such common shares to ensure an orderly market. If the Assignor or Assignee is unable to find a buyer for such common shares on reasonable commercial terms within 10 Business Days, then the Assignor shall be free to sell such common shares to any buyer it chooses.

ASSIGNMENT AND ASSUMPTION

5. Effective as of the Closing Date, the Assignor shall transfer and set over unto the Assignee:
 - (a) all of the Assignor's right, title and interest in and to the Jemi Option Agreement; and
 - (b) the benefits of all warranties and covenants made or given by the parties to the Jemi Option Agreement, with full power and authority to sue for damages for breach of any covenant or agreement or for performance thereof.
6. As of the Closing Date, the Assignee shall assume those obligations of the Assignor under the Jemi Option Agreement which are to be observed or performed as at and from such Closing Date (the "**Assumed Obligations**") and covenants and agrees with the Assignor that from and including the Closing Date, the Assignee will observe and perform all of the Assumed Obligations, including making all payments or otherwise performing all obligations of the Assignor in accordance with the provisions of the Jemi Option Agreement.
7. Effective as at and from the Closing Date: (a) the Assignee shall indemnify and save the Assignor harmless from any and all Liabilities arising pursuant to the Jemi Option Agreement; and (b) the Assignee shall indemnify and save the Assignor harmless from any and all claims, costs, disputes or other actions arising pursuant to the Jemi Option Agreement in respect of any matter which occurs or relates to a period from and after the Exchange Approval Date.

ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

8. The Assignor represents and warrants to the Assignee as follows and acknowledges and agrees that the said representations and warranties shall remain true and correct as of the Closing Date as if made on and as of such date:
 - (a) each of the Assignor and the Discovery Subsidiary is a corporation duly and validly subsisting under the applicable Laws of its jurisdiction of incorporation. Each of the Assignor and the Discovery Subsidiary has full corporate power to execute, deliver and perform its obligations under this Agreement. Each of the Assignor and the Discovery Subsidiary has obtained all necessary approvals to authorize the entering into and delivery of this Agreement and the taking of all actions required pursuant hereto by each of them. The execution and delivery of this Agreement by each of the Assignor and the Discovery Subsidiary does not violate or result in the breach of the Laws of any jurisdiction applicable to such Party. This Agreement constitutes a legal, valid and binding obligation of each of the Assignor and the Discovery Subsidiary and is enforceable in accordance with its terms, subject however to the usual limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings. Neither the execution and delivery of this Agreement nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by any agreement to which either the Assignor or the Discovery Subsidiary is a party;
 - (b) the Assignor together with its nominees are the sole registered and beneficial holders of all of the issued and outstanding shares of the Discovery Subsidiary;
 - (c) the Jemi Option Agreement is in full force and effect, unamended by oral or written agreement, and the Discovery Subsidiary is entitled to the full benefit and advantage of the Jemi Option Agreement in accordance with the terms thereof. The Jemi Option Agreement

is in good standing and there has not been any default by the Discovery Subsidiary under the Jemi Option Agreement nor is there any dispute between the Discovery Subsidiary and the Vendors of which the Assignor or the Discovery Subsidiary has notice. The Jemi Option Agreement has not been assigned by the Discovery Subsidiary in favour of any Person or entity;

- (d) there are no actions, suits, claims, proceedings, litigation or investigations pending, or to the best of the Assignor's knowledge, threatened, or any judgments outstanding and unsatisfied, against or affecting, any part or all of the Property or the basis for the institution of such proceedings for the winding up, dissolution or placing into bankruptcy of the Assignor or the Discovery Subsidiary;
- (e) no other Person, other than the Vendors, and the Assignor through the Assignor's right to the Royalty, has any agreement or other right to acquire any interest in the Property;
- (f) the Discovery Subsidiary has complied in all material respects with all Laws (including Environmental Laws) in conducting any operations on the and the Assignor is not aware of any material Environmental Liabilities in respect of the Property that are out of the ordinary course of business or mining operations;
- (g) the Assignor has not received any inquiry or notice from any Governmental Authority of a pending investigation or alleging the violation of any Laws including Environmental Laws;
- (h) the Assignor has no knowledge that, subject to the paramount title of Mexico the Property was not properly staked;
- (i) subject to the paramount title of Mexico:
 - (i) all assessment work required to maintain the Property in good standing has been performed through the assessment year ending 2020 and all Governmental Fees have been paid through the assessment year in 2020;
 - (ii) since the date of the execution and delivery of the Jemi Option Agreement, all affidavits of assessment work, evidence of payment of Governmental Fees, and other filings required to maintain the concessions comprising the Property in good standing have been properly and timely recorded or filed with appropriate Governmental Authorities;
 - (iii) the Property is free and clear of Encumbrances other than the Royalty; neither the Assignor or the Discovery Subsidiary has entered into and save and except for this Agreement, there are no agreements or options to grant or convey any interest in the Property;
 - (iv) except as disclosed to the Assignee by the Assignor, to the knowledge of the Assignor, there are no conflicting concessions or untitled concessions on the Property other than the "Jemi" concession containing 3,395.1790 hectares with the file number: 07/17979;
 - (v) other than the Assignor's right to the Royalty, there are no production royalties, overriding royalties or other burdens on production encumbering the Property; and
 - (vi) there are no preferential rights to purchase, rights of first refusal or similar

contractual provisions affecting the Property granted by through or under the Assignor or the Discovery Subsidiary;

- (j) the Assignor has complied with, and has conducted and is conducting business in compliance with, all applicable Laws including without Anti-Bribery and Anti-Corruption Laws; and
- (k) to the knowledge of the Assignor, no consent or approval of any third party or Governmental Authority is required for the execution, delivery or performance by the Assignor of this Agreement.

The representations and warranties herein contained on the part of the Assignor shall survive the Closing Date for a period of 12 months thereafter. Nothing in this Section 8 however, shall be deemed to be a representation or a warranty that any of the Property contains a discovery of minerals or a valuable mineral deposit.

ASSIGNEE'S REPRESENTATIONS AND WARRANTIES

9. The Assignee represents and warrants to the Assignor as follows and acknowledges and agrees that the said representations and warranties shall remain true and correct as of the Closing Date as if made on and as of such date, namely that:
- (a) The Assignee is a corporation duly and validly subsisting under the Laws of British Columbia. The Assignee has full corporate power to execute, deliver and perform its obligations under this Agreement, including without limitation, the issuance of the Payment Shares. The Assignee has obtained all necessary approvals to authorize the entering into and delivery of this Agreement and subject to receipt of the Exchange Approval, the taking of all actions required pursuant hereto by the Assignee. The execution and delivery of this Agreement by each of the Assignee does not violate or result in the breach of the Laws of any jurisdiction applicable to such Party. This Agreement constitutes a legal, valid and binding obligation of the Assignee and is enforceable in accordance with its terms, subject however to the usual limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings. Neither the execution and delivery of this Agreement nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a party;
 - (b) the Assignee is a reporting issuer in each of the Provinces of British Columbia, Alberta and Ontario, and is not on the list of reporting issuers in default under applicable Securities Laws;
 - (c) there are no actions, suits, claims, proceedings, litigation or investigations pending, or to the best of the Assignee's knowledge, threatened, or any judgments outstanding and unsatisfied, against or affecting, or the basis for the institution of such proceedings for the winding up, dissolution or placing into bankruptcy of the Assignee;
 - (d) the Assignee owns and controls the Monumental Subsidiary;
 - (e) the authorized capital of the Assignee consists of an unlimited number of common shares of which, as of the date hereof, 21,012,500 common shares are issued and outstanding. All of the issued and outstanding shares of the Assignee are fully paid and non-assessable and

have been duly and validly authorized and issued, in compliance with applicable Laws and not in violation of or subject to any pre-emptive or similar right that entitles any person to acquire from the Assignee any shares or other security of the Assignee or any Convertible Securities. The Assignee is not a party or subject to any agreement or understanding and, to the knowledge of the Assignee, there is no agreement between any shareholders or officers or directors of the Assignee that affects or relates to the voting or giving of written consents with respect to any of the shares. No other securities of the Assignee are issued and outstanding other than the shares referred to in this section and the Convertible Securities set out in the Public Record. The Assignee currently has no Convertible Securities that are not disclosed in the Public Record;

- (f) the Payment Shares issuable hereunder will be on the Closing Date duly authorized for issuance and validly issued as fully paid and non-assessable, free of all resale restrictions other than (i) the applicable statutory hold periods; (ii) the Exchange hold period of 4 months and 1 day; or (iii) with respect to the Voluntary Hold Period;
- (g) the Assignee is not subject to any cease trade or other order of any Governmental Authority, and, to the knowledge of Assignee, no inquiry, review or investigation (formal or informal) or other proceedings involving the Assignee that may operate to prevent or restrict trading of any securities of the Assignee are currently in progress or pending before any Governmental Authority;
- (h) the Assignee has complied with, and has conducted and is conducting business in compliance with, all applicable Laws including without Anti-Bribery and Anti-Corruption Laws;
- (i) the common shares of the Assignee are listed and posted for trading on the Exchange and no order ceasing or suspending trading in any securities of the Assignee has been issued and no (formal or informal) proceedings for such purpose have been instituted or, to the knowledge of the Assignee, are pending or threatened. The Assignee has not taken any action which would reasonably be expected to result in the delisting or suspension of its common shares on or from the Exchange;
- (j) the Assignee has filed all documents required to be filed by it in accordance with applicable Securities Laws and there is no material change relating to the Assignee which has occurred and with respect to which the requisite material change report has not been filed;
- (k) all documents and information comprising the Public Record, as of their respective dates (and the dates of any amendments thereto):
 - (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and
 - (ii) complied in all material respects with the requirements of applicable Securities Laws, and any amendments to the Public Record required to be made have been filed on a timely basis;
- (l) the Assignee does not have any material obligations or liabilities except as disclosed in the Public Record or those arising in the ordinary course of business consistent with past practice;

- (m) the most recent nine months interim consolidated financial statements (as at June 30, 2021) of the Assignee comply as to form in all material respects with applicable Securities Laws. Such financial statements have been prepared in accordance with International Financial Reporting Standards and present fairly, in all material respects, the financial condition of the Assignee, on a consolidated basis, as at the dates thereof and for the periods then ended. The Assignee does not intend to correct or restate, nor, to the knowledge of the Assignee, is there any basis for any correction or restatement of, any aspect of such financial statements; and
- (n) except as disclosed in the Public Record, since September 30, 2020 there has not been any event, occurrence, development or state of circumstances or facts that has had or would be reasonably expected to have a material adverse effect with respect to the Assignee.

The representations and warranties herein contained on the part of the Assignee shall survive the Closing Date for a period of 12 months thereafter.

MISCELLANEOUS

10. In this Agreement:

- (a) Time is of the essence in the performance of the Parties' respective obligations.
- (b) Descriptive headings of Articles and Sections are inserted solely for convenience of reference only and are not intended as complete or accurate descriptions of the content of such Articles or Sections.
- (c) Use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits.
- (d) Whenever payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following such day.
- (e) Where the words "including" or "includes" appear in this Agreement, they mean "including (or includes) without limitation".
- (f) Any reference to a numbered or lettered section in this Agreement is a reference to the section bearing that number or letter in this Agreement and a reference to "this" section means the section in which such reference appears.

11. The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and both before and after the Closing Date, each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions. For greater certainty and without limitation, the Assignee covenants and agrees (as a covenant that shall survive closing on the Closing Date) to promptly (and in any event within five Business Days) advise the Assignor of the exercise of the option in the Jemi Option Agreement and to do all such acts and things as shall be required to additionally give full force and effect to the Royalty, including without limitation, signing an acknowledgement as to the effective date of the Royalty. The Assignee agrees to indemnify and save harmless the Assignor from and against

any and all Liabilities that the Assignor may suffer by reason of the Assignee's non compliance with the provisions of this Agreement, including without limitation, the covenant regarding the advisement of the exercise of the option in the Jemi Option Agreement and the follow on matters set forth in this Section 11. For certainty upon the exercise of the option in the Jemi Option Agreement, the Property shall be assigned/transferred in the name and title of the Monumental Subsidiary given that the laws of Mexico require that the Property/concessions be held by a Mexican company. Within five Business Days of the exercise of the option pursuant to the Jemi Option Agreement, the Assignee shall use its reasonable efforts to procure that the Vendors deliver to the Assignee or the Monumental Subsidiary, as the case may be, all required documents to transfer and sell the Vendors' right, title and interest in and to the Property to the Assignee together with such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to the Assignee. In the event that the Assignee successfully exercises the option pursuant to this Jemi Option Agreement, then at the same time as the exercise of the option pursuant to this Jemi Option Agreement, the Assignee covenants and agrees to do all things as may be reasonably necessary to formally transfer the Vendors' right, title and interest in the Property to the Assignee, including without limitation the execution and recording of formal transfer documents.

12. This Agreement sets forth the entire agreement between the Parties, and any Persons who have in the past or who are now representing either of the Parties, with respect to the subject matter hereof and supersedes all prior communications, understandings and agreements between the Parties or any of them with respect to the subject matter hereof.
13. Any notice, required to be given under this Agreement shall be deemed to be well and sufficiently given if delivered or if mailed by registered mail in Canada (save and except during the period of any interruption in the normal postal service within Canada) or sent by email, at the addresses set forth below:

If to Assignor:

Discovery Silver Corp.
Suite 701 - 55 University Avenue
Toronto, ON, M5J 2H7

Attention: Mr. Taj Singh, CEO
Email: taj.singh@discoverysilver.com

If to Assignee:

Monumental Gold Corp.
Suite 605, 815 Hornby Street Vancouver, BC V6E 2E6

Attention: Todd Macdonald CEO
Email: todd@monumental.gold

Any notice, direction or other communication will, if delivered, be deemed to have been given and received on the day it was delivered, and if mailed, be deemed to have been given and received on the next business day of actual receipt, except in the event of disruption of the postal services in which event notice will be deemed to be received only when actually received, and if sent by e-mail, or other form of telecommunication, will be deemed to have been given or received on the next business day following the date on which it was so sent. Either Party may at any time give to the other Party notice in writing of any change of address of the Party giving such notice and from

and after the giving of such notice, the address or addresses therein specified will be deemed to be the address of such Party for the purpose of giving notice under this Agreement.

14. All matters relating hereto and thereto, shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without reference to conflicts of laws. The parties attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia situate in Vancouver, British Columbia.
15. Unless otherwise approved in writing by the Parties, this Agreement shall terminate if the Exchange Approval Date has not occurred by December 31, 2021.
16. This Agreement shall be subject to Exchange approval. The Assignee shall have the positive obligation to advise the Assignor in writing and promptly (and in any event within one Business Day in the Province of British Columbia) of the receipt of the Exchange Approval or conversely, of the fact that the Exchange Approval will not ever be forthcoming or provided by the Exchange.
17. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, neither the Assignor nor the Assignee shall have the right to sell, assign or transfer their obligations under this Agreement. For clarity, this Section 17 shall not apply to the Royalty and the provisions of Schedule "B", save and except that it is understood and agreed that as set forth in Section 2(c) hereof, the assignment of the Royalty and this Agreement mentioned therein is specifically permitted.
18. If any one or more of the provisions contained in this Agreement is declared invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby. Neither Party shall issue any other press release or otherwise make public announcements with respect to this Agreement without the consent of the other Party (which consent shall not be unreasonably withheld or delayed); provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under applicable laws or stock exchange rules, and the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.
19. No investigation made by or on behalf of either of the Parties at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the other Party herein or pursuant hereto. No waiver by either of the Parties of any provision herein, in whole or in part, shall operate as a waiver of any other provision herein. No waiver of any term of this Agreement by a Party is binding unless such waiver is in writing and signed by the Party entitled to grant such waiver. No amendment, supplement or restatement of any term of this Agreement is binding unless it is in writing and signed by both Parties.
20. Each of the Parties severally acknowledges and consents, if required by the Exchange policy to:
 - (a) the disclosure to the Exchange and all other regulatory authorities of all personal information relating to such Party by the other Party; and
 - (b) the collection, use and disclosure of such personal information by the Exchange and all other regulatory authorities in accordance with the requirements, including the provision to

third party service providers from time to time.

21. This Agreement may be signed in one or more counterparts, each of which so signed whether manually or electronically shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above.

DISCOVERY SILVER CORP.



Name: Taj Singh
Title: President and CEO



Name: Andreas L'Abbé
Title: CFO

MONUMENTAL GOLD CORP.



Name: Todd Macdonald
Title: CEO & Director



Name: Max Sali
Title: Director

SCHEDULE "A"
THE JEMI OPTION AGREEMENT

[SEE ATTACHED]

**SCHEDULE “B”
NET SMELTER RETURNS ROYALTY**

1. Effective as at and from the Option Exercise Date the Net Smelter Returns Royalty which may be payable to the Assignor (the “**Payee**”) by the Assignee (the “**Payor**”) pursuant to Section 2(c) of the Assignment and Assumption Agreement between the Payee and the Payor dated September 22, 2021 (the “**Assignment and Assumption Agreement**”) will be the Royalty equal to 1.5% of Net Smelter Returns. The Parties agree that the Royalty shall not be payable on any mineral products removed, sold or otherwise disposed of for the purposes of Bulk Testing.
2. All defined terms when used in this Schedule “B” but not otherwise defined in this Schedule “B” shall have the respective meanings ascribed thereto in the Assignment and Assumption Agreement to which this Schedule forms a part. For clarity, the provisions of Section 1, 10, 11, 12, 13, 14, and 18 of the Assignment and Assumption Agreement are deemed to be imputed herein.
3. At the request of either the Payee or the Payor the Parties will in good faith negotiate and promptly and without undue delay or dispatch, execute and deliver a stand alone royalty agreement which embodies the terms, conditions and provisions of this Schedule “B”.
4. The “**Net Smelter Returns**” will be calculated on a quarterly basis and will, subject to paragraph 6 of this Schedule “B”, be equal to 100% of: (i) Gross Revenue; less (ii) Permissible Deductions, for such quarter. All Royalty payments, including interest and penalties, if any, will be made plus value-added tax and without withholding of, or deduction for, or on account of, any present or future taxes, duties, assessment or governmental charges of whatever nature (the “**Applicable Tax**”) imposed or levied by or on behalf of any Governmental Authority, unless such withholding or deduction of such taxes, duties, assessments or governmental charges is required by applicable Laws. An amount equal to any Applicable Tax so withheld or deducted shall be paid by the Payor to the Payee together with any applicable Royalty payment which has been subject to Applicable Tax.
5. In this Schedule “B”, the following words will have the following meanings:

“**Bulk Testing**” means the collection and removal of less than 10,000 tons of representative material from a zone on the Property for the sole purpose of assaying and testing the same to determine the quality, grade, continuity or mineability of a zone all in accordance with standard mining industry practice, and not for the purpose of commercial production;

“**Gross Revenue**” means the aggregate of the following amounts received in each quarter:

- (i) the revenue received by the Payor from arm’s length purchasers of all Product;
- (ii) the fair market value of all Product sold by the Payor in such quarter to Persons not dealing at arm’s length with the Assignee; and
- (iii) any proceeds of insurance on Product;

“**Ore**” means all materials from the Property;

“**Permissible Deductions**” means the aggregate of the following charges (to the extent that they are not deducted by any purchaser in computing payment) that are paid in each quarter and without duplication:

- (i) direct sales charges levied by any fully arms-length sales agent on the sale of Product;
- (ii) transportation costs for Product from the Property to the place of beneficiation, processing or treatment and thence to the place of delivery of Product to a purchaser thereof, including shipping, freight, handling and forwarding expenses, which, for greater certainty, shall not include the transportation costs to ship Ore from the Property to the place of beneficiation, processing or treatment; and
- (iii) all costs, expenses and charges of any nature whatsoever which are either paid or incurred by the Payor in connection with refinement or beneficiation of Product after leaving the Property, including all weighing, sampling, assaying and representation costs, metal losses, any umpire charges, and any penalties charged by the processor, refinery or smelter; and all insurance costs on Product, and any non reimbursable government royalties, production taxes, severance taxes and sales and other taxes levied on Ore, Product or on the production or value thereof (other than any Federal, State or Provincial taxes levied on the income or profit of the Payor). Where a cost or expense otherwise constituting a Permissible Deduction is incurred by the Payor in a transaction with a party with whom it is not dealing at arm's length (as that term is defined in the Income Tax Act (Canada)), such cost or expense may be deducted, but only as to the lesser of the actual cost incurred by the Assignee or the fair market value thereof, calculated at the time of such transaction and under all the circumstances thereof.

“**Prime Rate**” means the prime rate of interest charged by the Bank of Montreal to its most creditworthy commercial clients.

“**Product**” means rare earth elements and all other Ores, minerals and mineral resources produced from, or sought to be produced from, the Property.

6. The Net Smelter Returns Royalty will be calculated and paid within sixty (60) days after the end of each quarter. Smelter settlement sheets and/or a statement setting forth calculations in sufficient detail to show the payment's derivation (the “**Quarterly Statement**”) shall be submitted with each payment. Each Royalty payment made by the Payor hereunder shall be accompanied by a statement, signed by the Chief Financial Officer of the Payor, confirming without personal liability the accuracy of the information provided in such statement, including the following information, in sufficient detail and with sufficient supporting information to enable the Payee to verify the accuracy thereof. Each Royalty payment will be made, at the Payee's option, by certified bank cheque delivered to the address of the Payee set forth herein or as otherwise directed by the Payee or via wire payment to the account of the Payee, in accordance with wire transfer instructions provided by the Payee. If the Payor fails to pay any Royalty payment when due pursuant hereto, the Payor shall pay to the Payee, forthwith upon demand: (i) interest on the outstanding amount of such unpaid Royalty payment, calculated daily and compounded monthly at the rate per annum equal to the Prime Rate plus two percent (2%) from and after the date on which such Royalty payment was due to and including the date on which such Royalty payment is paid in full; and (ii) all costs and expenses (including all reasonable legal fees and disbursements on a full indemnity basis) incurred by the Payee in connection with the Payor failure to pay such Royalty when due.
7. Within 60 days following the end of each calendar year the Payor shall provide the Payee with a summary of the payments for the previous year in sufficient detail to show the payments' derivation (the “**Annual Statement**”). All Net Smelter Returns Royalty payments will be considered final and

in full satisfaction of all obligations of the Payor with respect thereto, unless the Payee delivers to the Payor a written notice (the “**Objection Notice**”) describing and setting forth a specific objection to the calculation thereof within 75 days after receipt by the Payee of the Quarterly Statement or Annual Statement, as the case may be (the “**Statements**”). If the Payee objects to a particular Statement as herein provided, the Payee will, for a period of 60 days after the Payor’s receipt of such Objection Notice, have the right, upon reasonable notice and at reasonable times, to have the Assignee’s accounts and records relating to the calculation of the payment in question audited by the auditors of the Payor (the “**Audit**”) provided that, if the Payee objects to the results of the Audit, the Payee shall have the right to engage a qualified auditor at the Payee’s cost to conduct a second audit.

8. If through the audit process contemplated in Section 7, it is determined that there has been a deficiency or an excess in the payment made to the Payee, such deficiency or excess will be resolved by adjusting the next quarterly Net Smelter Returns Royalty payment due hereunder. The Payee will pay all the costs and expenses of such audit unless a deficiency of 2.5% or more of the amount due is determined to exist. The Payor will pay the cost and expenses of such audit if a deficiency of 2.5% or more of the amount due is determined to exist. The Payor will maintain all books and records used to calculate the Net Smelter Returns Royalty due hereunder in accordance with Canadian generally accepted accounting principles. Failure on the part of the Payee to make claim against the Payor for adjustment in such 75 day period by delivery of an Objection Notice will conclusively establish the correctness and sufficiency of the Statement and payment on account of the Net Smelter Returns Royalty for such quarter.
9. All profits and losses resulting from the Payor engaging any commodity futures trading, option trading, metals trading, transactions with respect to Product which is a precious metal (collectively, “**Hedging Transactions**”) are specifically excluded from calculations of the Net Smelter Returns Royalty pursuant to this Schedule “B” (it being the intent of the Parties that the Payor will have the unrestricted right to market and sell Product to third parties in any manner it chooses and that the Payee will not have any right to participate in such marketing activities or to share in any profits or losses therefrom). All Hedging Transactions by the Assignee and all profits or losses associated therewith, if any, will be solely for the Assignee’s account, irrespective of whether or not Product is delivered in fulfillment of such obligations. The amount of Net Smelter Returns derived from all Product subject to Hedging Transactions by the Assignee will be determined pursuant to the provisions of this Section 9. As to precious metals subject to Hedging Transactions by the Payor, Net Smelter Returns will be determined without reference to Hedging Transactions and will be determined by using, for gold, the monthly average price of gold, which will be calculated by dividing the sum of all London Bullion Market Association P.M. Gold Fix prices reported for the calendar months in the quarter in question by the number of days for which such prices were quoted, and for silver, the monthly average price of silver, which will be calculated by dividing the sum of all New York Commodity Exchange (“**COMEX**”) prices for silver quoted by and at the closing of COMEX reported for the calendar months in the quarter in question by the number of days for which such prices were quoted, less, in each case, an amount reasonably equivalent to the Permissible Deductions. As to other metals subject to Hedging Transactions by the Payor, Net Smelter Returns will be determined without reference to the Hedging Transactions and will be determined by using the monthly average price of such metal on a source generally accepted in the industry as accurately reflecting the price of such metal on the open market and shall be calculated by dividing the sum of the closing prices of such metal for the calendar months in the quarter in question by the number of days for which such prices were quoted, less, in each case, an amount reasonably equivalent to the deductions permitted by paragraph 3(b). Any Product subject to Hedging Transactions will be deemed to be sold, and revenues received therefrom, only on the date of final settlement of the amount of refined Product allocated to the account of the Assignee by a

third-party refinery in respect of such transactions.

10. Commingling of Products from the Property with other ores, concentrates, mineral products, metals and minerals produced elsewhere is permitted as long as reasonable and customary procedures are established for the weighing, sampling, assaying and other measuring or testing necessary to fairly allocate valuable metals contained in such Products and in the other ores, concentrates, mineral products, metals and minerals. All Products extracted from tailings or other waste material shall be subject to the Royalty. If the Payor commingles the tailings or waste material produced from the Property with tailings and waste material not produced from the Property, the Payor shall record the tonnage amount and source of such tailings and waste material prior to commingling and the Royalty payments, if any, shall be based upon the recoverable pro rata portion of the Products in such commingled tailings and waste material.
11. The Payor must retain the books and records relating to the Property for the current year and for the three calendar years prior to the current year. Upon not less than two (2) days' written notice to the Payor, the Payee or its authorized representatives may enter upon all surface and subsurface portions of the Property for the purpose of inspecting the Property, all improvements thereto and operations thereon, and may, subject to the obligations of confidentiality described in the Assignment and Assumption Agreement, inspect and copy all records and data directly pertaining to the determination of the Royalty, including such records and data related to the determination of such mineral content in commingling Product and including such records and data which are maintained electronically. The Payee and its authorized representatives shall enter the Property at its own risk and may not hinder operations on or pertaining to the Property and shall comply with the health and safety rules of the Payor.
12. The Payor may stockpile any Products from the Property at such place or places as the Payor may elect (the "**Other Locations**" or an "**Other Location**"). In the event that the Payor stockpiles or holds inventory of any Product on any Other Location, it shall ensure security for the site on the Other Location where such materials are stockpiled in accordance with industry standards and shall ensure that the same are duly segregated from products owned by other persons or entities and clearly marked as being owned by the Payor and not the owner or lessor or other type of possessor of the Other Locations. The rights of the Payor or any of its affiliates to stockpile, store or place Product off of the Property on Other Locations pursuant to any of the provisions of this Agreement shall not be exercisable until the Payor or an affiliate has first secured from the property owner of the Other Location a written agreement in recordable form (the "**Stockpiling Agreement**"), which provides among other things, that the Payee's rights to be paid the Royalty pursuant to this Agreement on such Product shall be preserved. The Stockpiling Agreement shall provide, inter alia, that (i) the Payee's rights pursuant to this Agreement shall continue in full force and effect with respect to the Product on the Other Location; (ii) the Payee's rights in and to the Product shall be the same as if the Product were situated on the Property and the stockpiling does not extinguish or terminate the Royalty; (iii) the owner or the lessor of each of the Other Locations that is a counterparty to the Stockpiling Agreement shall not obtain any ownership rights in and to the Product other than through a sale of the Product for good and valuable consideration in accordance with prevailing market terms; and (iv) the Stockpiling Agreement shall be irrevocable so long as the Product, or any part thereof, remain on the property that is not part of the Property. The Payor shall be fully and irrevocably liable for all actions and omissions of the owner or lessor of the Other Locations.
13. The Payee and the Payor agree that to extent permissible under applicable law, the Royalty is an interest in real property, and the Royalty granted, conveyed and transferred hereunder shall be an *in presente* grant of a real property interest. The Royalty shall run with the Property and shall be

applicable to the Property, the Payor and their successors and assignees. The Royalty shall attach to any amendments, relocation or conversions of any mining claim, licence, lease, concession, permit, patent or other tenure composing the Property, or to any renewal or extension thereof.

14. The Payor shall purchase or otherwise arrange at its own expense and shall keep in force at all times insurance (including, without limitation, comprehensive general public liability insurance) against claims for bodily injury or death or property damage arising out of or resulting from activities or operations on or with respect to the Property and in respect of loss, theft or destruction of severed Products, in such amounts as will adequately protect the Payee and the Payor, the Royalty, and the Property from any and all claims, liabilities and damages which may arise with respect to the Property and as will adequately protect the Payee and the Payor from loss, theft and destruction of severed Products whether on or off the Property and prior to final sale. The Payee shall, as soon as practicable after the commencement of commercial production be named as a loss payee on all property, liability and other insurance policies held by the Payor and relating to the Property, the severed Products or the Royalty.
15. If the Payor decides to permanently surrender, abandon, relinquish or let lapse or expire (collectively, the “**Surrender**”), any portion of the Property or rights related thereto (a “**Mining Right**”), the Payor shall give notice of such decision to the Payee not less than 90 days prior to the effective date of such Surrender and shall use reasonable commercial efforts to provide the Payee with the opportunity to acquire such Mining Right for no consideration, on an “as is where is” basis. The Payee agrees that any future Royalty will not be payable by the Payor in respect of a Mining Right after it is transferred to the Payee under this Section or such interest is obtained in any other manner by the Payee or its affiliates, nor will any Royalty be payable in respect of any Mining Right that is surrendered and was not renewed, substituted or re-acquired by the Payor or any of its affiliates after notice of such Surrender or expiry has been given to the Payee pursuant to this Section. The parties agree that if a Mining Right is surrendered by the Payor and is then subsequently reacquired by the Payor or any of its affiliates within a period of ten years, the Royalty will be payable on any Products obtained from that Mining Right after the date of such reacquisition by the Payor or its affiliates, all on the same terms as in this Agreement, but once a Mining Right is acquired, whether by way of transfer pursuant to Section or otherwise, by the Payee or any of its affiliates after the date of this Agreement, no further Royalty will be payable in connection with that Mining Right, regardless of whether the Payor or any of its affiliates reacquires such Mining Right.
16. The Payee may convey or assign all or any undivided portion of the Royalty and this Schedule “B” indefinitely or for a stated term of years or up to a specified dollar amount. Immediately after any such assignment the Payee will deliver to the Payor an assignment and assumption agreement pursuant to which the assignee agrees to be bound, to the extent of the interest assigned, by all of the terms and conditions of this Schedule “B”.
17. The Payor shall not sell, assign or transfer, directly or indirectly (and shall not agree to do any of the foregoing) (the “**Transfer**”): (i) the Property or any part thereof or any of the rights derived from the Property (including by way of encumbrance); or (ii) this Schedule “B”; unless; (x) the Transfer of the Property or any part thereof is accompanied by a transfer of this Schedule “B” (in the same proportion) to the same person; and (y) prior to the completion of any such Transfer and in any event within 10 Business Days prior thereto, the assignee or transferee enters into an assignment and assumption agreement with the Payee, in form and substance satisfactory to the Payee, acting reasonably, wherein the assignee agrees to assume all of the obligations of the Payor under or in respect of the Royalty and this Schedule “B”, in respect of that portion of the Property acquired by such assignee or transferee.

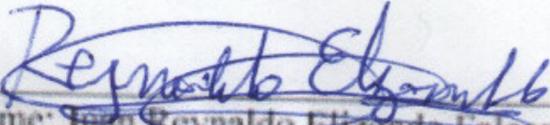
18. The Payor shall, upon the written request of the Payee, execute and deliver such documentation as may be necessary to permit the Payee to record or register the Royalty against the Property. The Payor and the Payee shall perform all acts, file all applications, execute all private and public documents, and solve any objections which could be made by the Mexican Public Registry of Mines, as required (in the Payee's sole discretion) for formalizing this Schedule "B" into a public deed in Mexico and causing its recording with the Mining Public Registry in Mexico.
19. Subject to the rights of Surrender, the Payor shall maintain title to the Property, including without limitation, paying when due all mining fees and taxes on or with respect to the Property, including the mining duties and other mining taxes outstanding as at the date of this Agreement, and doing all things and making all payments necessary or appropriate to maintain the right, title and interest of the Payor and the Payee (the "**Taxes and Property Maintenance Payments**"), respectively, in the Property and under this Schedule "B", except for taxes and payments being contested in good faith and in respect of which reserves have been established in the Payor's financial statements. The Payor shall deliver to the Payee all written evidence of the Taxes and Property Maintenance Payments paid, including but not limited to the receipt of bi annual mining fees payments, annual assessment of works reports, annual production reports and other reports filed on the Property, provided by applicable law, within ten (10) Business Days of each such payment having been made by the Payor.
20. The Payor shall indemnify and save the Payee harmless from any loss, cost or liability (including, without limitation, legal fees) arising from a claim against the Payee in respect of any of the following:
 - (i) failure by the Payor to comply at all times with all applicable present or future laws, statutes, rules, regulations, permits, ordinances, certificates, licenses and other regulatory requirements, policies and guidelines relating to the Payor, the operations or the Property;
 - (ii) any failure by the Payor to fully perform in a timely manner all reclamation required by all governmental authorities pertaining or related to the operations or activities on or with respect to the Property or required under this Agreement; or
 - (iii) the Payor causing, suffering, or permitting any condition or activity at, on or in the vicinity of the Property which constitutes a nuisance, or poses or threatens to pose a hazard to the health or safety of natural persons on or about the Property.
21. If there is any disagreement, dispute or controversy (hereinafter collectively called a "**Dispute**") between the Payor and the Payee with respect to any matter arising with respect to the Royalty or under this Schedule "B" the Dispute shall be settled by arbitration in accordance with the following:
 - (i) the Dispute shall be submitted to arbitration conducted under the International Commercial Arbitration Rules of Procedure of the BCICAC (the "**Rules**"). The case shall be administered by the BCICAC in accordance with the Rules and this Section;
 - (ii) the Dispute shall be adjudicated by one arbitrator appointed by the Parties' mutual consent. If the Parties are unable to mutually appoint an arbitrator, each Party shall nominate one person who together with the other Party's nominee, shall mutually appoint the arbitrator within 45 days of the notice of Dispute. If the nominees cannot or do not jointly appoint an arbitrator within such time period, either Party may apply to the BCICAC to appoint a presiding arbitrator in accordance with the Rules;
 - (iii) the place of the arbitration shall be in Vancouver, British Columbia; and

- (iv) any award or determination of the arbitrator shall be final and binding on the Parties and there will be no right of appeal.
- 22. Each Party shall execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the documents and transactions contemplated in this Schedule "B".

ACKNOWLEDGEMENT

Jesus Miguel Hernandez Garza and Juan Reynaldo Elizondo Falcon (the "Vendors") hereby acknowledge and agree to the assignment and assumption by Discovery Silver Corp. ("Discovery") of the mineral exploration and option to purchase agreement with respect to the six (6) mineral concessions located in Coahuila, Mexico, dated May 15, 2017, and as amended on June 30, 2021 between Discovery Metals S.A. de C.V. ("Discovery Subsidiary") and the Vendors (the "Jemi Option Agreement") to Monumental Gold Corp. ("Monumental") on the terms and conditions pursuant to the assignment and assumption agreement between Discovery and Monumental dated September 22, 2021 (the "Jemi Assignment and Assumption Agreement") (being effective as of the date that is within three (3) business days of the date on which the Jemi Assignment and Assumption Agreement is accepted for final approval by the TSX Venture Exchange (the "Closing Date") but no sooner and conditional upon closing on the Closing Date occurring) and to release Discovery and the Discovery Subsidiary from all damages, debts, liabilities, suits, actions, causes of action and losses which now exist or which may hereinafter arise with respect to the Jemi Option Agreement (also being effective as of the Closing Date but no sooner and conditional upon closing on the Closing Date occurring).

DATED the 28 day of Sept, 2021.



Name: Juan Reynaldo Elizondo Falcon



Name: Jesus Miguel Hernandez Garza

Monumental Gold Corp.
605 – 815 Hornby Street, Vancouver, B.C.
Vancouver, B.C., V6Z 2E6

October 7, 2021

Discover Silver Corp.
Suite 701 - 55 University Avenue
Toronto, ON, M5J 2H7

Attention: Taj Singh, Chief Executive Officer

Dear Sir:

**Re: Amendment - Jemi Assignment and Assumption Agreement (the "Agreement")
between Discovery Silver Corp. and Monumental Gold Corp. dated September 22, 2021**

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

Each of the parties hereto hereby expressly acknowledges and agrees that:

- 1) subsection 2(a) is hereby amended and replaced in entirety as follows:

"issue within three (3) business days (the "**Closing Date**") of the date on which this Agreement is accepted for final approval (the "**Exchange Approval**") by the Exchange (the "**Exchange Approval Date**"), 2,308,810 common shares of the Assignee (the "**Payment Shares**");"

The parties hereto confirm that, except for the amendments described above and as agreed to herein, all the terms and conditions contained in the Agreement are and shall remain in full force and effect in accordance with the provisions thereof.

[Remainder of page intentionally left blank.]

If the foregoing is in accordance with your understanding, please return a duly executed duplicate copy of this letter to the undersigned. This letter may be signed in counterparts which together form one complete agreement.

Yours sincerely,

MONUMENTAL GOLD CORP.

Per: 
Name: Todd Macdonald
Position: Chief Executive Officer

DISCOVERY SILVER CORP.

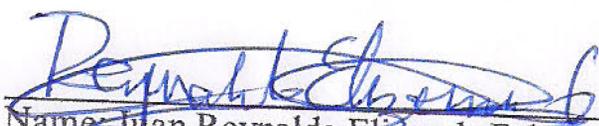
Per: 
Name: Taj Singh
Position: Chief Executive Officer

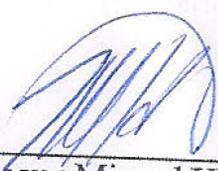
The foregoing is accepted and agreed to effective this 7th day of October, 2021.

ACKNOWLEDGEMENT

In connection with and subject to the assignment and assumption by Discovery Silver Corp. ("**Discovery**") of the mineral exploration and option to purchase agreement with respect to the six (6) mineral concessions located in Coahuila, Mexico, dated May 15, 2017, and as amended on June 30, 2021 between Discovery Metals S.A. de C.V. and the Vendors (as defined below) to Monumental Gold Corp. ("**Monumental**") on the terms and conditions of the assignment and assumption agreement between Discovery and Monumental dated September 22, 2021, as amended (the "**Jemi Assignment and Assumption Agreement**") (being effective as of the date that is within three (3) business days of the date on which the Jemi Assignment and Assumption Agreement is accepted for final approval by the TSX Venture Exchange (the "**Closing Date**") but no sooner and conditional upon closing on the Closing Date occurring), Jesus Miguel Hernandez Garza and Juan Reynaldo Elizondo Falcon (the "**Vendors**") and Monumental hereby acknowledge and agree, in accordance with the requirements of the TSX Venture Exchange, for the purpose of calculating the number of common shares of Monumental issuable under Clause 4 "Exercise of Option / Acquisition of Mining Concessions", where an election is made to make the US\$500,000 payment in shares, CAD\$0.28 per share shall be the minimum price per share, notwithstanding the method of calculation otherwise provided therein.

The foregoing is accepted and agreed to effective this 7 day of October, 2021.


Name: Juan Reynaldo Elizondo Falcon


Name: Jesus Miguel Hernandez Garza

MONUMENTAL GOLD CORP.

Per: 
Name: Todd Macdonald
Position: Chief Executive Officer