

AMENDING AGREEMENT

THIS AGREEMENT dated for reference the 15th day of September, 2021.

AMONG:

OLIVER J. FRIESEN

AND:

CHRISTOPHER R. PAUL

AND:

MICHAEL A. BLADY

(collectively with Oliver J. Friesen and Christopher R. Paul, the "**Optionor**")

AND:

Great Republic Mining Corp.

("Optionee")

(together with the Optionor, the "**Parties**")

WHEREAS:

- A. The Optionor and the Optionee entered into an option agreement dated May 17, 2021 (the "**Option Agreement**"), wherein the Optionor granted to the Optionee an option to acquire a 100% legal and beneficial interest in the Property (as defined in the Option Agreement), subject to the 2% NSR Royalty (as defined in the Option Agreement); and
- B. The Parties wish to amend the Option Agreement to confirm the schedule of the common share issuances totalling, in aggregate, 2,250,000 common shares in the capital of the Optionee to the Optionor in accordance with the terms and conditions set out in this Amending Agreement.

NOW THEREFORE in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

PART 1

INTERPRETATION

- 1.1 Unless otherwise defined herein, all capitalized terms used in this Amending Agreement will have the meanings ascribed to them in the Option Agreement.

PART 2

AMENDMENTS

- 2.1 The Parties agree to delete the following definition of the "Share Issuances" and a "Share Issuance" in para. 2(b) of the Option Agreement in its entirety:
- "(i) 300,000 shares on or before the date the Optionee becomes a listed issuer;
 - (ii) 400,000 shares on or before the 12 month anniversary of listing; and
 - (iii) 500,000 shares on or before the 24 month anniversary of listing,
 - (iv) 750,000 shares on or before the 48 month anniversary of listing,"
- 2.2 The Parties agree to replace the definition of the "Share Issuances" and a "Share Issuance" in para. 2(b) of the Option Agreement with the following:
- "(i) 300,000 shares on or before the date the Optionee becomes a listed issuer;
 - (ii) 400,000 shares on or before the 12 month anniversary of listing;
 - (iii) 500,000 shares on or before the 24 month anniversary of listing; and
 - (iv) 1,050,000 shares on or before the 48 month anniversary of listing,"

PART 3

GENERAL

- 3.1 All other provisions of the Option Agreement shall remain in effect unamended between the Optionor and the Optionee.
- 3.2 This Amending Agreement has been and will be deemed to be made in British Columbia and for all purposes will be governed exclusively by and construed and enforced in accordance with the laws prevailing in British Columbia and the federal laws of Canada applicable therein.
- 3.3 Time will be of the essence in this Amending Agreement and every part of it.
- 3.4 This Amending Agreement may be executed in any number of counterparts, each of which when executed and delivered (by electronic copy or otherwise) will be deemed to be an original, and all of which together will constitute one and the same document.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement on the day and year first written above.

"Oliver J. Friesen"

OLIVER J. FRIESEN

"Christopher R. Paul"

CHRISTOPHER R. PAUL

"Michael A. Blady"

MICHAEL A. BLADY

GREAT REPUBLIC MINING CORP.

Per: *"Jerry Huang"*
