AMENDING AGREEMENT No. 2

THIS AMENDING AGREEMENT (the "**Amending Agreement**") is made as of June 25, 2020 between Hanstone Capital Corp. ("**Hanstone**") and Milestone Infrastructure Inc. ("**Milestone**"):

WHEREAS Hanstone and Milestone previously entered into an asset purchase agreement dated as of March 17, 2020, as amended April 28, 2020 (the "**APA**");

AND WHEREAS the parties now wish to further amend the APA, as more particularly set forth in this Amending Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the parties hereto mutually agree as follows:

1. **Definition of "Financing".** The APA is hereby amended by deleting the definition of "Financing" in Section 1.1 of the APA and replacing it with the following:

    > "**Financing**" means the equity financing to be conducted by Hanstone for gross proceeds of no less than $1,500,000 and no more than $3,000,000, anticipated to be through the issuance of $1,000,000 in subscription receipts (each, a "**Subscription Receipt**") at a price of $0.18 per Subscription Receipt, with each Subscription Receipt to convert into one Hanstone Share and one Hanstone Warrant (each Hanstone Warrant exercisable for an additional Hanstone Share at an exercise price of $0.25 for two years from the date of issuance) upon satisfaction of the "release conditions" pursuant to the subscription receipt indenture governing the Subscription Receipts; and the issuance of $500,000 in subscription receipts (each, a "**FT Subscription Receipt**") at a price of $0.25 per FT Subscription Receipt, with each FT Subscription Receipt to convert into one "flow-through" Hanstone Share and one Hanstone Warrant (each Hanstone Warrant exercisable for an additional Hanstone Share at an exercise price of $0.35 for two years from the date of issuance) upon satisfaction of the "release conditions" pursuant to the subscription receipt indenture governing the FT Subscription Receipts, and in connection therewith, Hanstone may: pay finder's fees of up to 10% of the gross proceeds received by Hanstone from the issuance of Subscription Receipts and FT Subscription Receipts; and issue non-transferable finder's warrants to purchase such number of Hanstone Shares as is equal to up to 10% of the number of Subscription Receipts and FT Subscription Receipts issued thereunder, with each finder's warrant issued in connection with Subscription Receipts being exercisable for one Hanstone Share for two years from the date of issuance at an exercise price of $0.25 per share and each finder's warrant issued in connection with FT Subscription Receipts being exercisable for one Hanstone Share for two years from the date of issuance at an exercise price of $0.35 per share.

2. **Section 2.7 of APA.** Section 2.7 of the APA respecting the proposed refundable deposit is hereby deleted in its entirety.

3. **Section 2.8 of APA.** The APA is hereby amended by deleting Section 2.8 of the APA in its entirety and replacing it with the following:

2.8 Pre-Closing Expenditures

In addition to the issuance of the Consideration Shares, as additional consideration for the acquisition by Hanstone of all of Milestone's right, title and interest in and to the Doc Property, on the Closing Date or as soon as practicable thereafter, Hanstone shall, subject to TSXV approval and compliance with TSXV policies, pay to Milestone all amounts incurred and paid by or on behalf of Milestone between March 17, 2020 and the Closing Date, and pay to third party service providers all amounts incurred or accrued, but unpaid, by or on behalf of Milestone between March 17, 2020 and the Closing Date for exploration and related expenditures respecting the Doc Property (in either case, "**Pre-Closing Expenditures**"), provided that any such Pre-Closing Expenditures have been pre-approved in writing by Hanstone.

4. **General.** This Amending Agreement may be executed by the parties hereto by facsimile in as many counterparts as may be necessary, each of which so signed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution wHe asill be deemed to bear the execution date as set forth on the first page of this Amending Agreement. To the extent that they do not conflict with the terms and intent of this Amending Agreement, the terms of the APA will continue to apply between the parties. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the APA.

[Remainder of page intentionally left blank.]

The parties hereto have caused this Amending Agreement to be executed and delivered on the date first written above.

HANSTONE CAPITAL CORP.

"Robert Quinn"
By: Authorized Signatory

MILESTONE INFRASTRUCTURE INC.

"Bob Hans"
By: Authorized Signatory