MJAR HOLDINGS, LLC

3461 Ringsby Court, Suite 350 Denver, CO 80216

CONFIDENTIAL

May 23, 2018

SUMTRA DIVERSIFIED INC.
181 University Avenue, Suite 800
Toronto, Ontario M5H 2X7

Attention: **Board of Directors**

Dear Sirs:

Re: **Letter of Intent between Sumtra Diversified Inc. ("Sumtra") and MJAR Holdings, LLC ("MJAR") dated January 9, 2018 ("Letter of Intent")**

Further to our continued efforts in respect of the proposed transaction between Sumtra and MJAR we confirm our agreement that:

1. Section 7 of the Letter of Intent is deleted in its entirety and replaced with the following:

"**7. Termination**

Each party shall, in its sole discretion, have the right to terminate this Letter of Intent as follows:

(a) if it is not satisfied with the results of its due diligence investigations of the other party or as to the legal or tax consequences of concluding the Transaction, provided written notice of such termination is given to the other party on or before the June 30, 2018;

(b) the parties not entering into the Definitive Agreement on or before June 30, 2018, or such other date agreed to between the parties in writing; and

(c) if the conditions precedent set out in paragraph 4 are not either satisfied or waived on or before September 30, 2018 (the "**Outside Date**"), or such other date as agreed to by the parties in writing, provided written notice of such termination is given to the other party on or before the Outside Date.

The termination of this Letter of Intent shall be effective upon the delivery of written notice under this paragraph 7 (the "**Termination Date**"). Upon termination, each party shall forthwith return or destroy all documents and records received from the other party."

2. A new Section 10 is added to the Letter of Intent as follows:

"10. Break Fee

In the event that this Letter of Intent is terminated prior to the entering into of a Definitive Agreement, the Target Company shall pay to Sumtra as a break fee in full satisfaction of all damages, losses, costs and expenses incurred by Sumtra in connection with the matters contemplated in this Letter of Intent the sum of CDN$200,000 by way of cash, certified cheque or wire transfer of immediately available funds (the "**Break Fee**"). The Target Company and Sumtra each agree that the Break Fee is intended to represent a good faith estimate of Sumtra's expenses relating to the Transaction (including, but not limited to, expenses incurred by Sumtra to obtain legal and financial advice in respect of the Transaction). Notwithstanding the foregoing, in no event shall the Target Company be required to pay a Break Fee in circumstances where: (a) Sumtra fails to perform its obligations under this Letter of Intent, including a failure by Sumtra to deliver information required to be delivered pursuant to Section 2 hereof; (b) Sumtra is or becomes unable to complete the proposed Transaction as contemplated in this Letter of Intent; and (c) Sumtra or its representatives have not acted in good faith in connection with the negotiation and execution of the Definitive Agreement. The Target Company and Sumtra agree that the Definitive Agreement shall include a similar provision such that a break fee in the amount of CDN$200,000 shall be payable by the Target Company to Sumtra in the event that the Definitive Agreement is terminated, subject to customary carve-outs for transactions similar to the Transaction."

We further confirm our agreement that all other terms of the Letter of Intent remain in force notwithstanding the termination dates in the original Letter of Intent, and all other terms of the Letter of Intent remain unchanged.

[*Remainder of page left intentionally blank.*]

If this is also your understanding, please sign the acknowledgement and agreement below to evidence our agreement of the above noted revisions to the Letter of Intent.

MJAR HOLDINGS, LLC

Per: *"Rishi Gautam"*
Name: Rishi Gautam
Title: Chairman and CEO
(I have authority to bind the corporation.)

Agreed and acknowledged by Sumtra Diversified Inc**.** effective as of May 23, 2018.

SUMTRA DIVERSIFIED INC.

By: *"Robert Shoniker"*
Name: Robert Shoniker
Title: President
(I have authority to bind the corporation.)