MJAR HOLDINGS CORP.

CONFIDENTIAL INFORMATION STATEMENT

November 1, 2018

To the holders (the "**Stockholders**") of common stock, par value $0.0001 ("**MJAR Common Stock**") of the Company:

On September 7, 2018, MJAR Holdings Corp., a Delaware corporation (the "**Company**"), Sumtra Diversified Inc., a company incorporated pursuant to the Business Corporations Act (Ontario) ("**Sumtra**"), and Sumtra Diversified (USA) Inc., a Delaware corporation and a wholly-owned subsidiary of Sumtra ("**Subco**" and, together with the Company and Sumtra, the "**Parties**" and each, individually, a "**Party**"), entered into a merger agreement and plan of reorganization (as it may be amended from time to time, the "**RTO Agreement**"). Pursuant to the RTO Agreement, the parties will complete a business combination whereby Subco will merge with and into the Company, with the Company surviving as a wholly-owned subsidiary of Sumtra (the "**RTO Transaction**"). As a result of the RTO Transaction and in exchange for your MJAR Common Stock, you will receive shares of Sumtra, a publicly-listed Canadian company on the Canadian Securities Exchange ("**CSE**"), which, after receiving the requisite approval of Sumtra's shareholders, will change its name to "MJardin Group, Inc." (the "**Resulting Issuer**"). The RTO Transaction will not become effective until receipt of the requisite shareholder approval of Stockholders representing at least a majority or greater than fifty percent (50%) of the outstanding Common Stock (the "**Requisite Approval**"), the satisfaction of certain closing conditions, the approval by the CSE of the Listing Statement and the filing of a certificate of merger pursuant to Section 251 of the Delaware General Corporation Law ("**DGCL**") (or such later time set forth in the certificate of merger) (the time of such filing or such later time, the "**Effective Time**").

In exchange for your MJAR Common Stock, you will receive either (a) common shares of the Resulting Issuer (the "**Resulting Issuer Common Shares**") or (b) if you are a United States resident, you may alternatively elect to receive Class A proportionate voting convertible shares of the Resulting Issuer ("**Proportionate Voting Shares**" and, together with the Resulting Issuer Common Shares, the "**Resulting Issuer Shares**"). Instructions for how to make the election, along with a more detailed description of the special rights and restrictions of the Proportionate Voting Shares, can be found in the section titled "The RTO Transaction."

The board of directors of the Company (the "**Board**") has carefully reviewed and considered the terms and conditions of the RTO Agreement. On July 18, 2018, after careful consideration, the Board unanimously approved the RTO Agreement and the transactions contemplated thereby, including the RTO Transaction, and determined that the RTO Agreement and the transactions contemplated thereby, including the RTO Transaction, are fair to, advisable and in the best interests of the Company and the Stockholders, and unanimously recommended that the Stockholders approve the adoption of the RTO Agreement and the transactions contemplated thereby, including the RTO Transaction. The Board unanimously recommends that the Stockholders consent to the adoption of the RTO Agreement by executing and delivering the applicable signature page to the Stockholder Consent attached to this Information Statement as Annex E.

This Confidential Information Statement (this "**Information Statement**") is intended to describe generally (i) the material terms of the RTO Agreement, a copy of which is attached hereto as Annex A, (ii) our solicitation of documentation relating to, among other things, the adoption of the RTO Agreement, the approval of the RTO Transaction and the waiver of appraisal rights in connection with the RTO Transaction, including the Action by

Written Consent of the Stockholders attached hereto as Annex B (the "**Stockholder Consent**") and, if you are a U.S. resident, the PVS Election, which may be made in connection with your completion of the Letter of Transmittal attached hereto as Annex C, and (iii) the statutory "appraisal rights" to which you may be entitled under Section 262 of the DGCL, a copy of which is attached hereto as Annex D. Unless the context otherwise requires, all capitalized terms used in this Information Statement shall have the respective meanings ascribed to them in the RTO Agreement.

For Canadian MJAR Shareholders (as herein defined), pursuant to the RTO Agreement, Sumtra hereby makes an offer solely to each holder of MJAR Common Stock who is (i) a resident of Canada for the purposes of the Canadian Tax Act or (ii) a partnership at least one partner of which is a resident of Canada for the purposes of the Canadian Tax Act, referred to as a "**Canadian MJAR Shareholder**," pursuant to which all MJAR Common Stock held by such Canadian MJAR Shareholder will be disposed of to Sumtra in exchange for Resulting Issuer Common Shares. The foregoing offer is referred to in this Information Statement as the "**Canadian Exchange Offer**." Completion of the Canadian Exchange Offer is subject to the satisfaction or waiver of the conditions to the completion of the RTO Transaction in accordance with the terms of the RTO Agreement. The Canadian Exchange Offer will be completed immediately prior to the Effective Time. Upon receipt of the Requisite Approval, each Canadian MJAR Shareholder will be deemed to have accepted the Canadian Exchange Offer upon the terms described herein. However, a Canadian MJAR Shareholder will only be able to wholly or partly defer the recognition of any capital gain that might otherwise arise on the disposition of his, her or its MJAR Common Stock to Sumtra if such Canadian MJAR Shareholder also files a valid tax election under Section 85 of the Canadian Tax Act jointly with the Resulting Issuer in accordance with the RTO Agreement and the Canadian Tax Act. For more information, see the section entitled "The RTO Transaction — Certain Canadian Federal Income Tax Consequences of the RTO Transaction and the Canadian Exchange Offer."

Should you have any questions regarding any of the matters set forth herein, please contact Arthur J. Brown or Christina Dupont of the Company, at 720-613-4724 or via email at Art.brown@mjardin.com or Christina.Dupont@mjardin.com, or Ronald S. Eppen, Esq. or Kevin J. Madden, Esq. of Foley & Lardner LLP, counsel to the Company, at 617-342-4095 or 617-502-3248, or via e-mail at reppen@foley.com or kmadden@foley.com.

YOUR CONSENT TO THE ADOPTION OF THE RTO AGREEMENT IS VERY IMPORTANT TO THE COMPLETION OF THE RTO TRANSACTION AND YOUR PROMPT RESPONSE IS REQUESTED. THE ADOPTION OF THE RTO AGREEMENT REQUIRES THE AFFIRMATIVE CONSENT OF THE STOCKHOLDERS REPRESENTING AT LEAST A MAJORITY OF THE OUTSTANDING SHARES OF COMMON STOCK. A FAILURE TO PROVIDE CONSENT BY NOVEMBER 8, 2018 WILL EFFECTIVELY BE A VOTE AGAINST THE RTO TRANSACTION. IN THE EVENT THE COMPANY OBTAINS THE REQUISITE APPROVAL THE COMPANY WILL ADOPT THE RTO AGREEMENT.

Included in this package are the following documents:

1. Stockholder Consent. The Stockholder Consent attached hereto as Annex C serves as your consent to the adoption of the RTO Agreement and the completion of the RTO Transaction. Please execute the applicable signature page attached hereto as Annex E. You should immediately return your executed signature page via DocuSign or by e-mail to Christina Dupont of the Company (Christina.Dupont@MJardin.com), if you consent to the adoption of the RTO Agreement and the completion of the RTO Transaction.

2. Letter of Transmittal. Included with this Information Statement is a form of Letter of Transmittal as Annex C. The Letter of Transmittal will be used to deliver your physical stock certificates, if any, to the Depositary in exchange for shares of the Resulting Issuer. If you are a U.S. resident, the Letter of Transmittal will also be used to make the PVS Election, which is described more fully in the section titled "Proportionate Voting

Share Election". We request that all U.S. residents make the PVS Election as to all of their MJAR Common Stock by selecting "PVS Alternative" in Box 2 of the Letter of Transmittal. U.S. residents that do not deliver or who do not correctly complete their Letter of Transmittal by 8:00 PM EDT on November 5, 2018 will be presumed to have made the PVS Election.

PLEASE DO NOT SEND THE COMPANY A LETTER OF TRANSMITTAL. Odyssey Trust Company (the "**Depositary**" or "**Odyssey**") will act as Depositary of the Letters of Transmittal. Please deliver your Letter of Transmittal to Odyssey at the address specified in the Letter of Transmittal. For more information, please review the section titled "Procedure for Exchange of MJAR Common Stock."

THIS INFORMATION STATEMENT CONTAINS CONFIDENTIAL INFORMATION AND IS DELIVERED TO THE COMPANY'S STOCKHOLDERS SOLELY FOR THEIR CONFIDENTIAL USE. THIS INFORMATION STATEMENT MAY NOT BE REPRODUCED. THE INFORMATION CONTAINED HEREIN MAY NOT BE RELEASED OR DISCLOSED TO, OR DISCUSSED WITH, ANY THIRD PARTIES (OTHER THAN ADVISORS OF THE COMPANY STOCKHOLDERS). THE INFORMATION CONTAINED HEREIN MAY NOT BE USED FOR ANY PURPOSE OTHER THAN EVALUATION OF THE PROPOSALS SET FORTH HEREIN.

THE INFORMATION CONTAINED HEREIN SUPERSEDES ALL OTHER INFORMATION, STATEMENTS AND REPRESENTATIONS, IF ANY, THAT MAY HAVE BEEN PREVIOUSLY PROVIDED OR MADE IN CONNECTION WITH THE PROPOSALS DESCRIBED HEREIN. THE COMPANY'S STOCKHOLDERS SHOULD RELY ONLY ON THE INFORMATION CONTAINED HEREIN AND IN THE ATTACHMENTS HERETO AND WILL NOT BE ENTITLED TO RELY ON ANY OTHER INFORMATION, STATEMENTS OR REPRESENTATIONS, IF ANY, MADE AT ANY PREVIOUS DATE WITH RESPECT TO THE SUBJECT MATTER HEREOF.

YOU ARE URGED TO READ ALL OF THE INFORMATION PROVIDED, MAKE YOUR OWN INQUIRIES AND CONSULT WITH YOUR OWN TAX, LEGAL AND OTHER ADVISORS, SO THAT YOU MAY MAKE YOUR OWN ANALYSIS AND DECISION REGARDING THE MATTERS DESCRIBED HEREIN. PLEASE SIGN AND IMMEDIATELY RETURN YOUR EXECUTED SIGNATURE PAGES ON ANNEX E VIA DOCUSIGN OR EMAIL TO CHRISTINA DUPONT OF THE COMPANY (CHRISTINA.DUPONT@MJARDIN.COM).

THIS INFORMATION STATEMENT IS DATED NOVEMBER 1, 2018 AND IS BEING FIRST SENT TO YOU ON NOVEMBER 1, 2018.

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THE PARTIES

Sumtra Diversified Inc.

Sumtra was incorporated on August 30, 1978 under the *Business Corporations Act* (Ontario). Sumtra operated as an investment holding company, with investments in real estate and publicly traded securities. In 2001, Sumtra was listed on the TSX Venture Exchange under the trading symbol "**SDV**" and in 2004, Sumtra failed to meet the ongoing listing standards of the TSX Venture Exchange and began trading on the NEX. Sumtra ceased active business operations in 2014 and on October 11, 2016 a trading halt was imposed on Sumtra's shares, which continues to remain in effect. More information is publicly available on the System for Electronic Document Analysis and Retrieval ("**SEDAR**") at www.sedar.com.

Sumtra Merger Sub

Subco is a newly formed Delaware corporation and wholly-owned subsidiary of Sumtra. Subco was formed for the sole purpose of merging with and into the Company (with the Company continuing as the surviving corporation), and has not engaged in any activities other than activities incidental to its formation and in connection with the transactions contemplated by the RTO Agreement.

MJAR Holdings Corp.

The business of the Company was initially carried out by MJAR Holdings, LLC, which was formed on March 19, 2014, in accordance with the Delaware Limited Liability Company Act. MJAR Holdings Corp. is a Delaware corporation and is the successor-by-merger to MJAR Holdings, LLC. The merger was completed on June 27, 2018. Since its inception, the Company has been in the business of cloning, growing, breeding, cultivating, harvesting, monitoring, processing and developing go-to-market strategies for licensed owners in the legal cannabis industry.

The general business model employed by the Company and its subsidiaries since inception is to utilize cannabis cultivation technologies developed and acquired by the Company to earn management and consulting fees by providing consulting, turnkey cannabis cultivation, processing solutions and operational support to licensed cannabis cultivators, processors and dispensaries throughout the United States. These services include licensure support, facility design, systems implementation, equipment leasing, facility ramp-up and day-to-day personnel management and operations of large scale production facilities.

THE RTO TRANSACTION

The following overview is intended to serve only as a high-level summary of the RTO Transaction and is qualified in its entirety by reference to the full text of the RTO Agreement and the schedules and other documentation ancillary thereto. Each recipient of this Information Statement is strongly encouraged to read the RTO Agreement, the other schedules thereto in their entirety and consult with counsel or advisors of his, her or its choice.

The Canadian Exchange Offer

Pursuant to the RTO Agreement, Sumtra hereby makes an offer solely to each holder of MJAR Common Stock who is a Canadian MJAR Shareholder, pursuant to which all MJAR Common Stock held by such Canadian MJAR Shareholder will be disposed of to Sumtra in exchange for Resulting Issuer Common Shares. Completion of the Canadian Exchange Offer is subject to the satisfaction or waiver of the conditions to the completion of the RTO Transaction in accordance with the terms of the RTO Agreement. The Canadian Exchange Offer will be completed immediately prior to the Effective Time. Upon receipt of the Requisite Approval, each Canadian MJAR Shareholder will be deemed to have accepted the Canadian Exchange Offer upon the terms described herein. However, a Canadian MJAR Shareholder will only be able to wholly or partly defer the recognition of any capital gain that might otherwise arise on the disposition of his, her or its MJAR Common Stock to Sumtra if such Canadian MJAR Shareholder also files a valid tax election under Section 85 of the Canadian Tax Act jointly with the Resulting Issuer in accordance with the RTO Agreement and the Canadian Tax Act. For more information, see the section entitled "The RTO Transaction — Certain Canadian Federal Income Tax Consequences of the RTO Transaction and the Canadian Exchange Offer."

The Proportionate Voting Share Election

A. The Election

If you are a United States resident (a "**U.S. Holder**"), as an alternative to receiving Resulting Issuer Common Shares, you have the opportunity to elect to receive Proportionate Voting Shares of MJardin Group, Inc., which are Class A proportionate voting convertible shares, in exchange for all or a portion of your MJAR Common Stock (the "**PVS Election**").

The MJAR Common Stock of U.S. Holders who make the PVS Election will automatically be converted, at the Effective Time, into such number of Proportionate Voting Shares determined as the number of shares of MJAR Common Stock with respect to which the PVS Election has been made, divided by 1,000. The rights of holders of Proportionate Voting Shares are described more fully below in the section titled "The Proportionate Voting Shares".

Prior to the effective mailing date of this Information Statement, certain U.S. Holders, including members of Company management, have indicated that they will make the PVS Election in order to ensure that the Resulting Issuer will comply with the foreign private issuer requirements of the U.S. securities laws. These laws allow for favorable reporting requirements for companies that are majority-owned by non-U.S. Holders.

For the same reason, the Company specifically requests that **all U.S. Holders** make the PVS Election with respect to all of their MJAR Common Stock. If you desire to make the PVS Election, please complete the Letter of Transmittal attached hereto as Annex C and select the "PVS Alternative" in Box 2. Each Letter of Transmittal should be sent to Odyssey at the address and via the method specified in the instructions to the Letter of Transmittal.

U.S. Holders that do not send or who do not validly complete a Letter of Transmittal by 8:00 PM EDT on November 5, 2018 will be deemed to have made the PVS Election as to all of their MJAR Common Stock, and will

receive only Proportionate Voting Shares as part of the RTO Transaction. Non-U.S. Holders that do not send or who do not validly complete a Letter of Transmittal by the same date and time will be deemed to have not made the PVS Election, and will receive only Resulting Issuer Common Shares. In addition, all affirmative PVS Elections made by non-U.S. Holders will be disregarded, and such non-U.S. Holders will receive only Resulting Issuer Common Shares.

B. The Proportionate Voting Shares

The holders of Proportionate Voting Shares are entitled to receive notice of and to attend and vote at all meetings of the holders of Resulting Issuer Common Shares and each holder of Proportionate Voting Shares shall have the right to one vote for each Resulting Issuer Common Share into which such Proportionate Voting Share could then be converted (1,000 Common Shares) in person or by proxy at all meetings of the shareholders of the Resulting Issuer. The holders of Proportionate Voting Shares are entitled to receive such dividends as may be granted to holders of the Resulting Issuer Common Shares in any financial year as the board of the Resulting Issuer may by resolution determine, on an as-converted basis. In the event of the liquidation, dissolution or winding-up of the Resulting Issuer, whether voluntary or involuntary, the holders of the Proportionate Voting Shares are entitled to receive the remaining property and assets of the Resulting Issuer together with the holders of the Resulting Issuer Common Shares, on an as-converted basis.

The Proportionate Voting Shares each have a restricted right to convert into one thousand (1,000) Resulting Issuer Common Shares without payment of additional consideration. The ability to convert the Proportionate Voting Shares is subject to a restriction that the aggregate number of Resulting Issuer Common Shares and Proportionate Voting Shares held of record, directly or indirectly, by residents of the United States (as determined in accordance with Rules 3b-4 and 12g3-2(a) under the Securities Exchange Act of 1934, as amended, may not exceed forty percent (40%) of the aggregate number of the Resulting Issuer Common Shares and Proportionate Voting Shares issued and outstanding after giving effect to such conversions. In addition, each Proportionate Voting Share may be converted into one thousand (1,000) Resulting Issuer Common Shares at any time and from time to time at the option of the Resulting Issuer upon notice to the holder thereof.

The foregoing is only a summary of the terms of the Proportionate Voting Shares.

RTO Transaction Events

If all of the conditions precedent to the RTO Transaction are satisfied or waived, including the approval of the RTO Transaction by the Stockholders and the shareholders of Sumtra, the RTO Transaction will be implemented by way of a three-cornered amalgamation whereby the Company will merge with Subco under the DGCL, with the Company continuing as the surviving corporation ("**Mergeco**"). At the Effective Time, all of the Company's property, rights, privileges, powers and franchises and those of Subco will vest in Mergeco, and all of the Company's debts, obligations, claims, liabilities, and duties and those of Subco will become the debts, obligations, claims, liabilities and duties of Mergeco. MJAR Common Stock and other securities of the Company will automatically be exchanged for shares and other securities of Sumtra, as applicable, which will continue under the name MJardin Group, Inc.

Through the RTO Transaction, the Company will become a wholly-owned subsidiary of MJardin Group, Inc. (formerly Sumtra) and will continue the Company's business. As a result of the RTO Transaction, the current Stockholders of the Company and those purchasing shares in the MJAR Financing (defined in the RTO Agreement) will own approximately 99% of the outstanding equity interests of MJardin Group, Inc.

At the Effective Time of the RTO Transaction,

1. Each issued and outstanding share of MJAR Common Stock of U.S. Holders which have affirmatively elected to NOT make the PVS Election, and each issued and outstanding share of MJAR Common Stock of non-U.S. Holders will automatically be converted into a number of Resulting Issuer Common Shares equal to the amount of MJAR Common Stock held by such Stockholder;

2. Each issued and outstanding share of MJAR Common Stock held by a U.S. Holder who has either made the PVS Election for such MJAR Common Stock or has failed to respond per the instructions on the Letter of Transmittal, will automatically be converted into a number of Proportionate Voting Shares, determined as the number of shares of MJAR Common Stock of the Company held by such U.S. Holder for which the PVS Election was made divided by 1,000;

3. Each outstanding Company Warrant will be cancelled and exchanged for common share purchase warrants of the Resulting Issuer ("**Resulting Issuer Warrants**") according to the RTO Agreement;

4. All of the common stock of Subco issued and outstanding immediately prior to the Effective Time shall be converted into a single common share of Mergeco; and

5. In consideration for the issuance by the Resulting Issuer of the Resulting Issuer Common Shares and the Proportionate Voting Shares, Mergeco shall issue to Sumtra one common share of Mergeco for each share of MJAR Common Stock of Mergeco that is converted into a Resulting Issuer Common Share or a Proportionate Voting Share.

Charter Documents; Directors and Officers

The RTO Agreement provides that:

1. Sumtra will, upon completion of the RTO Transaction, change its name to "**MJardin Group, Inc.**"

2. The following individuals will be the directors and officers of the Resulting Issuer immediately following the completion of the RTO Transaction:

    a. Directors: Rishi Gautam, John Travaglini, Roman Kocur and Graham Marr

    b. Officers: Rishi Gautam (Chief Executive Officer), Francis Knuettel II (Chief Financial Officer) and Arthur J, Brown (Chief Accounting Officer)

3. The Certificate of Incorporation and the Bylaws of MJAR Holdings Corp. at the Effective Time shall be the Certificate of Incorporation and Bylaws of Mergeco, until later amended as may be necessary, which amendments will include the following:

    a. The board of directors of Mergeco will consist of a minimum of one (1) director and a maximum of two (2);

    b. The initial directors of Mergeco will be Rishi Gautam and John Travaglini;

    c. The name of Mergeco shall be "MJAR Holdings Corp." or such other name as agreed to by the Parties; and

    d. The authorized capital of Mergeco will be an unlimited number of shares with a par value of $0.0001 per share, all of which will be common shares.

Representations and Warranties

Each of Sumtra and the Company has made representations and warranties to the other regarding, among other things:

1. Due organization, valid existence, corporate power and standing, and other corporate matters;

2. Required governmental consents, approvals, authorizations, notices and filings, the absences of violations under organizational documents and the absences of breaches of or defaults under any contracts, agreements or instruments as a result of the execution, delivery and performance of the RTO Agreement;

3. The authorization, execution and delivery of the RTO Agreement, the corporate power and authority to consummate the RTO Transaction and the enforceability of the RTO Agreement; and

4. Pending or threatened litigation, investigations or proceedings.

The RTO Agreement also contains representations and warranties made by the Company to Sumtra, including, among other things:

1. The existence and due organization of the Company's subsidiaries;

2. The Company's financial statements;

3. The Company's capital structure;

4. The Company's material contracts;

5. The absence of any material adverse effect since December 31, 2017;

6. The Company's intellectual property;

7. The Company's compliance with applicable laws and its compliance with, and effectiveness of, its governmental licenses, permits, registrations and authorizations;

8. Labor matters, including any collective bargaining agreements and the absence of any unlawful employment practices;

9. Transactions with the Company's affiliates; and

10. The Company's books and records;

The representations and warranties of each of the parties to the RTO Agreement described above will expire upon the Closing. In addition, the representations and warranties included in the RTO Agreement were made by the Company, on the one hand, and Sumtra, on the other, to one another. This description of the representations and warranties, and their reproduction in the copy of the RTO Agreement attached to this Information Statement as Annex A, are included solely to provide Stockholders with information regarding the terms of the RTO Agreement, and not to provide any other factual information regarding the Company or the Company's business. Accordingly, the representations and warranties and other provisions of the RTO Agreement should not be read alone, but instead should be read in conjunction with the information provided elsewhere in the document.

Covenants

The Company and Sumtra made the following covenants which shall continue until the earlier of the Effective Time or the termination of the RTO Agreement:

1. The Company and Sumtra shall use commercially reasonable efforts to obtain all required consents to complete the RTO Transaction;

2. The Company and Sumtra will operate their respective businesses in the ordinary course and in a manner consistent with past practice; and

3. The Company and Sumtra will not solicit or propose any actions or solicitations in opposition to or in competition with the RTO Transaction.

The Company agreed to not take any of the following actions which would result in a Material Adverse Change (as defined in the RTO Agreement) without the consent of Sumtra and except as provided for in the RTO Agreement:

1. Alter or amend the Company's articles or bylaws;

2. Issue any securities, except in connection with the consideration payable pursuant to any acquisition agreement or any similar agreement or the exercise of any convertible securities; and

3. Merge or consolidate with any other entity or acquire any material assets, except for in the ordinary course of business.

The Company agreed to not take any of the following actions, among others, which would result in a Material Adverse Change (as defined in the RTO Agreement) without providing notice to Sumtra and except as provided for in the RTO Agreement:

1. Borrow money or incur any indebtedness for money borrowed;

2. Make loans, advances or other payments, excluding salaries and bonuses at current rates and routine advances to employees for expenses incurred in the ordinary course or as contemplated pursuant to or in conjunction with the transactions in the RTO Agreement;

3. Declare or pay any dividends or distribute any of the Company's properties or assets to stockholders;

4. Sell, lease, license or otherwise encumber, or otherwise dispose of any properties or assets;

5. Enter into any transaction that is not in the ordinary course of business or engage in business activity which is materially different from that normally carried on by the Company;

6. Increase the compensation for any director, officer, employee or consultant of the Company or take any action related to the amendment or grant of any severance or termination pay policies for any director, officer, employee or consultant of the Company;

7. Make capital expenditures other than in the ordinary course of business;

8. Acquire any equity interests in, or otherwise make any investment in, any Person (as defined in the RTO Agreement).

Conditions to the Completion of the RTO Transaction

The obligations of Sumtra, on the one hand, and the Company, on the other, to complete the RTO Transaction are subject to the satisfaction or waiver of the following conditions at or prior to the Closing of the RTO Transaction:

1. The representations and warranties made by the Company and Sumtra shall be true and correct as of the date of the RTO Agreement and the Closing Date;

2. The obligations of the Company and Sumtra shall have been performed and fulfilled in all material respects;

3. All required approvals, consents and third party authorizations, including the approval by a majority of the outstanding voting shares of both Sumtra and the Company and the approval of the TSX Venture Exchange for the delisting of Sumtra's shares and the approval of the CSE for the listing of Sumtra's shares, shall have been obtained;

4. There shall have been no material adverse change in the business, results of operations, assets, liabilities, financial condition or affairs of the Company since December 31, 2017, or Sumtra since August 31, 2017;

5. The financing through the issuance of Subscription Receipts (the "**MJAR Financing**") of the Company shall have been completed;

6. The Company and Sumtra shall each have delivered certain documents, certificates and organizational documents to the other party;

7. There are no actions or proceedings which would restrict or prohibit the RTO Transaction; and

The obligations of the Company to complete the RTO Transaction are subject to the satisfaction or waiver of the following additional conditions at or prior to the Closing of the RTO Transaction:

1. The Resulting Issuer Common Shares and the Proportionate Voting Shares (i) shall be issued as fully paid and non-assessable Resulting Issuer Shares, free and clear of any and all encumbrances, liens, charges and demands (ii) shall be freely tradeable in Canada under the Applicable Securities Laws (as defined in the RTO Agreement) except those restrictions imposed pursuant to escrow requirements of the CSE or Applicable Securities Laws, and (iii) with respect to the Resulting Issuer Common Shares, shall have been conditionally approved for listing on the CSE, such listing to be conditional only on conditions standard for transactions such as those contemplated in the RTO Agreement;

2. There shall have been no inquiry or investigation in relation to Sumtra or its directors or officers by the TSXV or other similar regulatory agency;

3. Sumtra shall have a minimum cash balance specified in the RTO Agreement;

4. Sumtra shall not have incurred or otherwise accepted liability for any contractual obligation, liability or expense in excess of C$5,000, other than those related to the RTO Transaction;

5. Sumtra shall have no debts to insiders, including but not limited to directors, officers, employees or shareholders;

6. All Sumtra management, consulting, lease and rental contracts shall have been terminated, and all directors and officers of Sumtra shall have resigned; and

7. Sumtra shall not be in default under any of the requirements of the TSXV, the CSE or any other securities commission. There shall be no order preventing the RTO Transaction or the trading of any Sumtra securities.

Termination Rights

The RTO Agreement may be terminated by:

1. Mutual written agreement of the Company, Sumtra and Subco;

2. Either the Company or Sumtra if:

    a. The parties fail to receive required governmental approvals, or the applicable regulatory agencies disallow the RTO Transaction from proceeding;

    b. The shareholders of Sumtra do not approve the Sumtra Meeting Matters (as defined in the RTO Agreement); or

    c. The Closing of the RTO Transaction has not occurred on or before 5:00 PM, Toronto time, on November 30, 2018.

3. Sumtra if the Company breaches any representation or warranty or fails to perform any covenant or agreement that has not been cured or would not be able to be cured by November 30, 2018; or

4. The Company if Sumtra breaches any representation or warranty or fails to perform any covenant or agreement that has not been cured or would not be able to be cured by November 30, 2018.

Reasons for the Transaction

In approving the RTO Agreement and the transactions contemplated thereunder, the Board consulted with the Company's senior management and legal counsel, reviewed a significant amount of information and considered a number of factors, including, among other factors, the strategic alternatives available to the Company, the Company's ability to operate, and compete, successfully on its own, the interests of the Stockholders, and liquidity to Stockholders. The preceding list of information and factors considered by the Board is not, and is not intended to be, exhaustive. In light of the variety of factors considered in connection with its evaluation of the proposed RTO Transaction, the Board did not find it practicable to, and did not, quantify or otherwise attempt to assign relative weights to the various factors considered in reaching its determination. In addition, the Board did not make any specific determination as to whether any particular factor, or any aspect of any particular factor, was favorable or unfavorable to its ultimate decision to approve the RTO Transaction, the RTO Agreement and the transactions contemplated thereby, but, instead, the Board conducted an overall analysis of the factors described above, including discussions with the Company's senior management and financial and legal advisors.

Material United States Federal Income Tax Consequences

For U.S. federal income tax purposes, the RTO Transaction is intended to constitute, and the Parties adopted the RTO Agreement as, a tax-free capital contribution and transfer to a corporation controlled by such transferors

pursuant to Section 351 of the Code and, if applicable, a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a). Each Party agreed that, for U.S. federal income tax purposes, (a) it shall treat the RTO Transaction as a tax-free capital contribution within the meaning of Section 351of the Code; (b) that it shall report the RTO Transaction as a capital contribution within the meaning of Section 351 of the Code, respectively, and it shall not take any tax reporting position inconsistent with such treatment for U.S. federal, state and other relevant tax purposes unless otherwise required by applicable Laws; (c) it shall retain such records and file such information as is required to be retained and filed pursuant to Treasury Regulation Section 1.351-3 in connection with the RTO Transaction; and (d) it shall otherwise use its best efforts to cause the transactions described herein to qualify as a tax-fee section 351 transaction within the meaning of Section 351 of the Code. Notwithstanding the foregoing, if requested by the Company, the Parties shall consider in good faith whether the RTO Transaction can also qualify as a non-taxable reorganization pursuant to Section 368(a) of the Code. If the Parties agree that the RTO Transaction qualifies as a reorganization pursuant to Section 368(a) of the Code and to report it as such for U.S. federal income tax purposes, then each Party shall, for U.S. federal income tax purposes, (a) treat the RTO Transaction as a reorganization within the meaning of Section 368(a) of the Code; (b) report the RTO Transaction as a "reorganization" within the meaning of Section 368(a) of the Code, and it shall not take any tax reporting position inconsistent with such treatment for U.S. federal, state and other relevant tax purposes; (c) retain such records and file such information as is required to be retained and filed pursuant to Treasury Regulation Section 1.368(a)-3 in connection with the RTO Transaction; and (d) otherwise use its best efforts to cause the transactions described herein to qualify as a "reorganization" within the meaning of Section 368(a) of the Code.

In connection with the RTO Transaction and at all times from and after the Effective Time, the Parties agreed to treat Sumtra as a United States domestic corporation for U.S. federal income tax purposes pursuant to Section 7874(b) of the Code. No Party shall take any action, fail to take any action, cause any action to be taken or cause any action to be taken or cause any action to fail to be taken that could reasonably be expected to prevent (1) the RTO Transaction from qualifying as a tax-free capital contribution and, if applicable, a "reorganization" within the meaning of Sections 351 and 368(a) of the Code, respectively, or (2) Sumtra from being treated as a United States domestic corporation for U.S. federal income tax purposes pursuant to Section 7874(b) of the Code unless (i) it is determined that Section 7874 does not apply, or (ii) such action or failure to take action (as the case may be) is expressly required of such Party by this Agreement and the Ancillary Agreements. Each Party agreed to act in good faith, consistent with the intent of the Parties and the intended U.S. federal income tax treatment of the RTO Transaction as set forth in this Section 2.12.

Notwithstanding the foregoing, no Party makes any representation, warranty or covenant to any other party or to any Company stockholder or other holder of Company securities (including, without limitation, stock options, warrants, subscription receipts, debt instruments or other similar rights or instruments) that the RTO Transaction will each qualify as a tax-free capital contribution and/or reorganization within the meaning of Sections 351 and 368 of the Code, respectively, or that Sumtra will be treated as a United States domestic corporation for U.S. federal income tax purposes under Section 7874(b) of the Code as a result of the RTO Transaction.

Information for Canadian MJAR Shareholders

A. Summary

A Canadian Resident Holder (as defined in the section entitled "The RTO Transaction—Certain Canadian Federal Income Tax Consequences of the RTO Transaction and the Canadian Exchange Offer" who disposes of his, her or its MJAR Common Stock for Resulting Issuer Common Shares pursuant to the Canadian Exchange Offer will generally realize a capital gain (or capital loss) equal to the amount by which the fair market value of the Resulting Issuer Common Shares received exceeds (or is less than) the adjusted cost base of the Canadian Resident Holder's MJAR Common Stock determined immediately before the disposition and any reasonable costs of disposition, unless the Canadian Resident Holder files a valid tax election under Section 85 of the *Income Tax Act* (Canada).

A Canadian Resident Holder who disposes of his, her or its MJAR Common Stock in exchange for Resulting Issuer Common Shares pursuant to the Canadian Exchange Offer and files a valid tax election under Section 85 of the *Income Tax Act* (Canada) and all regulations promulgated there under from time to time, which we refer to as the "***Canadian Tax Act***," jointly with the Resulting Issuer in accordance with the RTO Agreement and the Canadian Tax Act, may, wholly or partly defer the recognition of any capital gain that might otherwise arise on the disposition, to the extent and subject to the rules and restrictions in the Canadian Tax Act.

You should read the sections entitled "The RTO Transaction—Certain Canadian Federal Income Tax Consequences of the RTO Transaction and the Canadian Exchange Offer" and consult your own tax advisors regarding the Canadian and United States federal income tax consequences of the RTO Transaction to you in your particular circumstances, as well as tax consequences arising under the laws of any applicable state, provincial, local or non-U.S. or Canadian taxing jurisdiction.

A Non-Canadian Resident Holder (as defined in the section entitled "The RTO Transaction—Certain Canadian Federal Income Tax Consequences of the RTO Transaction and the Canadian Exchange Offer") will not be subject to tax under the Canadian Tax Act on any capital gain realized on a disposition of MJAR Common Stock pursuant to the RTO Transaction, or on a subsequent disposition of Resulting Issuer Shares acquired in the RTO Transaction, unless the relevant share is "taxable Canadian property," and is not "treaty-protected property" (as those terms are defined in the Canadian Tax Act) of the Non-Canadian Resident Holder, at the time of the disposition.

For more information, see the section entitled "The RTO Transaction—Certain Canadian Federal Income Tax Consequences of the RTO Transaction and the Canadian Exchange Offer."

B. Certain Canadian Federal Income Tax Consequences of the RTO Transaction and the Canadian Exchange Offer

The following summary describes the principal Canadian federal income tax considerations in respect of the RTO Transaction and the Canadian Exchange Offer generally applicable under the Canadian Tax Act to a beneficial owner of MJAR Common Stock who disposes, or is deemed to have disposed, of MJAR Common Stock pursuant to the RTO Transaction or the Canadian Exchange Offer, as applicable, and who, for the purposes of the Canadian Tax Act and at all relevant times, (i) deals at arm's length with and is not affiliated with Sumtra, Mergeco or MJAR Holdings; and (ii) holds all MJAR Common Stock, and will hold all Resulting Issuer Shares acquired pursuant to the RTO Transaction or the Canadian Exchange Offer (collectively, the "**Securities**") as capital property (a "**Holder**"). Generally, the Securities will be considered to be capital property to a Holder for purposes of the Canadian Tax Act provided that the Holder does not use or hold those Securities in the course of carrying on a business and has not acquired such Securities in one or more transactions considered to be an adventure or concern in the nature of trade.

This summary is not applicable to a Holder: (i) that is a "financial institution" for the purposes of the "mark-to-market property" rules, (ii) that is a "specified financial institution," (iii) an interest in which would be a "tax shelter investment," (iv) that has elected to determine its "Canadian tax results" in a currency other than Canadian currency pursuant to the functional currency reporting rules, (v) that has entered or will enter into, in respect of any Securities, a "derivative forward agreement", or (vi) in respect of which MJAR Holdings is a "foreign affiliate," all within the meaning of the Canadian Tax Act. Any such Holders should consult their own tax advisors with respect to the particular Canadian federal income tax consequences to them of the RTO Transaction and the Canadian Exchange Offer.

Additional considerations, not discussed herein, may be applicable to a Holder that is a corporation resident in Canada and is or becomes, or does not deal at arm's length with a corporation resident in Canada that is or becomes, as part of a transaction or event or series of transactions or events that includes the acquisition of Resulting

Issuer Shares, controlled by a non-resident corporation for purposes of the "foreign affiliate dumping" rules in section 212.3 of the Canadian Tax Act. Such Holders should consult their own tax advisors.

This summary is based on the current provisions of Canadian Tax Act and an understanding of the current administrative policies and practices of the Canada Revenue Agency (the "**CRA**") published in writing prior to the date hereof. This summary takes into account all specific proposals to amend the Canadian Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "Proposed Amendments") and assumes that all proposed amendments will be enacted in the form proposed; however, no assurances can be given that the proposed amendments will be enacted as proposed, or at all. This summary does not otherwise take into account or anticipate any changes in law or administrative policy or assessing practice whether by legislative, administrative or judicial action, nor does it take into account tax legislation or considerations of any province, territory or foreign jurisdiction, which may differ from those discussed herein.

This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations applicable to the RTO Transaction or the Canadian Exchange Offer. The income and other tax consequences of acquiring, holding or disposing of securities will vary depending on a holder's particular status and circumstances, including the country, province or territory in which the holder resides or carries on business. This summary is not intended to be, nor should it be construed to be, legal or tax advice to any particular holder. No representations are made with respect to the income tax consequences to any particular holder. Holders should consult their own tax advisors for advice with respect to the income tax consequences of the RTO Transaction and Canadian exchange offer in their particular circumstances, including the application and effect of the income and other tax laws of any applicable country, province, state or local tax authority.

This summary does not discuss any non-Canadian income or other tax consequences of the RTO Transaction or the Canadian Exchange Offer. Holders resident or subject to taxation in a jurisdiction other than Canada should be aware that the RTO Transaction may have tax consequences both in Canada and in such other jurisdiction. Such consequences are not described herein. Holders should consult with their own tax advisors with respect to their particular circumstances and the tax considerations applicable to them.

Canadian Currency

For the purposes of the Canadian Tax Act, where an amount that is relevant in computing a taxpayer's "Canadian tax results" is expressed in a currency other than Canadian dollars, the amount must be converted to Canadian dollars using the exchange rate quoted by the Bank of Canada for the day on which the amount arose, or such other rate of exchange as is acceptable to the CRA.

Holders Resident in Canada

The following portion of the summary is generally applicable to a Holder who, at all relevant times and for purposes of the Canadian Tax Act and any applicable income tax treaty or convention, is or is deemed to be resident in Canada (a "**Canadian Resident Holder**"). A Canadian Resident Holder whose Securities would not otherwise be capital property may be entitled to file an election under subsection 39(4) of the Canadian Tax Act to treat the Resulting Issuer Shares and any other "Canadian securities" (as defined in the Canadian Tax Act) owned by such Canadian Resident Holder as capital property. This election will not apply to any MJAR Holdings Shares held by such Canadian Resident Holder, and may not apply with respect to any Resulting Issuer Shares acquired in consideration for MJAR Common Stock in respect of which a section 85 election was made (as discussed below). Canadian Resident Holders should consult their own tax advisors with respect to whether this election is available and advisable in their particular circumstances.

Disposition of MJAR Holding Shares—No Section 85 Election

Upon receipt of the Stockholder Consent, each Canadian MJAR Shareholder will be deemed to have accepted the Canadian Exchange Offer upon the terms described herein. However, notwithstanding such deemed acceptance of the Canadian Exchange Offer and subsequent disposal of MJAR Common Stock by such Canadian MJAR Shareholder to Sumtra in exchange for Resulting Issuer Common Shares, a Canadian Resident Holder who disposes of MJAR Common Stock pursuant to the RTO Agreement and who does not make and file a valid joint election with the Resulting Issuer pursuant to Section 85 of the Canadian Tax Act in respect of MJAR Common Stock exchanged pursuant to the Canadian exchange offer, will realize a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Canadian Resident Holder of its MJAR Common Stock, determined immediately before the disposition. The proceeds of disposition to the Canadian Resident Holder will be equal to the sum of the aggregate fair market value of the Resulting Issuer Shares received on the disposition. For a description of the tax treatment of capital gains and capital losses, see the section entitled "*—Taxation of Capital Gains and Capital Losses*" below.

The cost to a Canadian Resident Holder of Resulting Issuer Shares received by that Canadian Resident Holder will be equal to their fair market value at the time they are acquired by such Canadian Resident Holder. For purposes of determining the adjusted cost base of the Resulting Issuer Shares, the cost of the Resulting Issuer Shares acquired must be averaged with the adjusted cost base of all other Resulting Issuer Shares held by the Canadian Resident Holder as capital property.

Exchange of MJAR Common Stock for Resulting Issuer Shares —With a Section 85 Election

As Canadian Resident Holders will be deemed to have accepted the Canadian Exchange Offer and to have disposed of their MJAR Common Stock in consideration for Resulting Issuer Shares pursuant to the Canadian Exchange Offer, they may make a joint election (the "**Tax Election**") with the Resulting Issuer pursuant to Section 85 of the Canadian Tax Act and thereby obtain a full or partial tax-deferred "rollover" for purposes of the Canadian Tax Act in respect of the exchange of such Canadian Resident Holder's MJAR Common Stock for Resulting Issuer Shares. The extent of such rollover will depend on the amount specified in the Tax Election (the "**Elected Amount**") and the adjusted cost base to the Canadian Resident Holder of such MJAR Common Stock immediately before the disposition.

Provided that the Elected Amount equals the aggregate adjusted cost base to the Canadian Resident Holder of the MJAR Holdings Shares, the exchange of MJAR Common Stock for Resulting Issuer Shares can occur on a fully tax-deferred basis.

In general, where a Tax Election under Section 85 is made:

(a) the Elected Amount in respect of the MJAR Common Stock may not be less than the lesser of the adjusted cost base to the Canadian Resident Holder of the MJAR Common Stock, determined at the time of disposition, and the fair market value of those shares at that time; and

(b) the Elected Amount may not exceed the fair market value of the MJAR Common Stock at the time of the disposition.

Where a Canadian Resident Holder and Resulting Issuer make a Tax Election by duly completing and filing such Tax Election with the CRA (and an applicable provincial taxation authority), the tax treatment to the Canadian Resident Holder generally will result in the Canadian Resident Holder being deemed to dispose of the MJAR

Common Stock for proceeds of disposition equal to the Elected Amount and to acquire the Resulting Issuer Shares at an aggregate cost equal to the Elected Amount. As such, to the extent that the Elected Amount exceeds the adjusted cost base of the MJAR Common Stock disposed of, a capital gain will result. For more information, see below in the section entitled "*—Taxation of Capital Gains and Capital Losses.*"

A Canadian Resident Holder that wishes to make the Tax Election should obtain a copy of the relevant federal election Form T-2057 (or Form T-2058 applicable in respect of a partnership)) from the Canada Revenue Agency's website or from the Canadian Resident Holder's own tax advisor, along with any other applicable provincial or territorial form. The Canadian Resident Holder must complete the Tax Election and provide any applicable forms to the Resulting Issuer within 60 days after the Closing Date at 3461 Ringsby Ct #350, Denver, CO 80216, USA, along with contact information of such Canadian Resident Holder in order for the Resulting Issuer to return the executed Tax Election to the Canadian Resident Holder.

It is the sole responsibility of the Canadian Resident Holder who wishes to take advantage of the tax deferral provided for by Section 85 of the Canadian Tax Act (and any corresponding provincial or territorial legislation) to attend to the proper completion of the forms required under the Canadian Tax Act (and any corresponding provincial or territorial legislation), and (ii) to file with the CRA (and any applicable provincial or territorial governmental entity) the properly completed Tax Election once it has been executed by the Resulting Issuer and returned to the Canadian Resident Holder. The Resulting Issuer, MJAR Holdings and Mergeco or any nominee thereof will not be responsible for the proper completion of any Tax Election form, except for the obligation of the Resulting Issuer to sign and return to the Canadian Resident Holder a duly completed Tax Election that is received by the Resulting Issuer within 60 days after the Closing Date. The Resulting Issuer, MJAR Holdings and Mergeco or any nominee thereof will not be responsible or liable for taxes, interest, penalties, damages or expenses resulting from the failure by anyone to properly complete any form of Tax Election. Canadian Resident Holders should consult with their own tax advisors with respect to the proper completion of the required forms.

In order for the CRA to accept a Tax Election without a late filing penalty being payable by the Canadian Resident Holder, the election, duly completed and executed by both the Canadian Resident Holder and the Resulting Issuer, must be received by the CRA on or before the day that is the earliest of the days on or before which either the Resulting Issuer or the Canadian Resident Holder is required to file an income tax return for the taxation year in which the disposition occurs. Under the provisions of the Canadian Tax Act it is expected that the Resulting Issuer's tax return for the year in which the disposition occurs will be due, at the earliest, May 8, 2019. **Canadian Resident Holders are urged to consult their own tax advisors as soon as possible respecting the deadlines applicable to their own particular circumstances, including with respect to any Tax Election to be filed with a provincial or territorial governmental entity.**

The Resulting Issuer shall not be required to execute Tax Elections that are received by the Resulting Issuer more than 60 days after the Closing Date. It is recommended that all Canadian Resident Holders who wish to make a Tax Election give their immediate attention to this matter. Canadian Resident Holders are urged to consult their own tax advisors with respect to the advisability of making the Tax Election, including in connection with computing the adjusted cost base of their MJAR Common Stock and determining the Elected Amount.

Canadian Resident Holders are also referred to Information Circular 76-19R3 and Interpretation Bulletin IT-291R3 (archived) issued by the CRA for further information respecting the Tax Election. Canadian Resident Holders wishing to make the Tax Election should consult their own tax advisors. The comments herein with respect to such elections are provided for general assistance only. The law in this area is complex and contains numerous technical requirements.

Dividends on Resulting Issuer Shares (Post-RTO Transaction)

A Canadian Resident Holder who is an individual (other than certain trusts) will be required to include in income any dividends received or deemed to be received on the Resulting Issuer Shares, and will be subject to the gross-up and dividend tax credit rules applicable to taxable dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit rules applicable to any dividends designated by the Resulting Issuer as "eligible dividends" as defined in the Canadian Tax Act. There can be no assurance that any dividend paid by the Resulting Issuer will be designated as an "eligible dividend".

Dividends received or deemed to be received by an individual and certain trusts may give rise to a liability for alternative minimum tax under the Canadian Tax Act. A Canadian Resident Holder that is a corporation will be required to include in income any dividend received or deemed to be received on its Resulting Issuer Shares, and generally will be entitled to deduct an equivalent amount in computing its taxable income, subject to certain limitations in the Canadian Tax Act. A "private corporation" or a "subject corporation" (each as defined in the Canadian Tax Act) may be liable under Part IV of the Canadian Tax Act to pay an additional refundable tax on any dividend that it receives or is deemed to receive on its Resulting Issuer Shares to the extent that the dividend is deductible in computing the corporation's taxable income. This tax will generally be refunded to the corporation when the corporation pays sufficient taxable dividends during a time when it is a "private corporation" or a "subject corporation." A holder of Resulting Issuer Shares that is, throughout the year, a "Canadian-controlled private corporation," as defined in the Canadian Tax Act, may be subject to an additional refundable tax on its "aggregate investment income" which is defined to include dividends that are not deductible in computing taxable income. Subsection 55(2) of the Canadian Tax Act provides that, where certain corporate holders of shares receive a dividend or deemed dividend in specified circumstances, all or part of such dividend may be treated as proceeds of disposition or as a capital gain from the disposition of capital property and not as a dividend. For a description of the tax treatment of capital gains and capital losses, see the section entitled "*—Taxation of Capital Gains and Capital Losses*" below.

Disposition of Resulting Issuer Shares (Post-RTO Transaction)

A Canadian Resident Holder that disposes or is deemed to dispose of a Resulting Issuer Share after the RTO Transaction will recognize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition of the Resulting Issuer Share exceeds (or is less than) the aggregate of the adjusted cost base to the Canadian Resident Holder of such Resulting Issuer Share, determined immediately before the disposition, and any reasonable costs of disposition. For a description of the tax treatment of capital gains and capital losses, see the section entitled "*—Taxation of Capital Gains and Capital Losses*" below.

Taxation of Capital Gains and Capital Losses

Generally, one-half of any capital gain realized by a Canadian Resident Holder in a taxation year will be included in computing the Canadian Resident Holder's income in that taxation year as a taxable capital gain and, generally, one-half of any capital loss realized in a taxation year (an "**allowable capital loss**") must be deducted from the taxable capital gains realized by the Canadian Resident Holder in the same taxation year, in accordance with the rules contained in the Canadian Tax Act. Allowable capital losses in excess of taxable capital gains realized by a Canadian Resident Holder in a particular taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized by the Canadian Resident Holder in such taxation year, subject to and in accordance with the rules contained in the Canadian Tax Act.

Capital gains realized by an individual and certain trusts may give rise to a liability for alternative minimum tax under the Canadian Tax Act. A Canadian Resident Holder that is, throughout the year, a "Canadian controlled

private corporation," as defined in the Canadian Tax Act, may be subject to an additional refundable tax on its "aggregate investment income" which is defined to include taxable capital gains. The amount of any capital loss realized by a Canadian Resident Holder that is a corporation on the disposition of a Resulting Issuer Share may be reduced by the amount of dividends received or deemed to be received by it on such share (or on a share for which the share has been substituted) to the extent and under the circumstances prescribed by the Canadian Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns shares, directly or indirectly through a partnership or a trust. Canadian Resident Holders to whom these rules may apply should consult their own tax advisors.

Eligibility for Investment

Based on the current provisions of the Canadian Tax Act, provided that the Resulting Issuer Shares are listed on a "designated stock exchange," within the meaning of the Canadian Tax Act (which currently includes the CSE), the Resulting Issuer Shares will be qualified investments under the Canadian Tax Act for a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered disability savings plan, a registered education savings plan, a tax-free savings account or a deferred profit sharing plan (excluding a deferred profit sharing plan, each a "**Registered Plan**").

Notwithstanding the foregoing, if the Resulting Issuer Shares are "prohibited investments," within the meaning of the Canadian Tax Act, for a particular Registered Plan, the annuitant, holder or subscriber, as the case may be, will be subject to a penalty tax under the Canadian Tax Act. The Resulting Issuer Shares will generally not be a "prohibited investment" for these purposes unless the annuitant, holder or subscriber, as applicable, (i) does not deal at arm's length with the Resulting Issuer for purposes of the Canadian Tax Act, or (ii) has a "significant interest," as defined in the Canadian Tax Act, in the Resulting Issuer. In addition, the Resulting Issuer Shares will generally not be a "prohibited investment" if the Resulting Issuer Shares are "excluded property" for purposes of the prohibited investment rules in the Canadian Tax Act. **Anyone who plans to hold Resulting Issuer Shares in a Registered Plan should contact their own tax advisor to determine whether the Resulting Issuer Shares would be a "prohibited investment" in their particular circumstances.**

Holders Not Resident in Canada

The following portion of the summary is generally applicable to a Holder who, at all relevant times and for purposes of the Canadian Tax Act, is not, and is not deemed to be, a resident of Canada and does not use or hold, and is not deemed to use or hold, MJAR Common Stock and will not use or hold, or be deemed to use or hold, Resulting Issuer Shares in a business carried on in Canada (a "**Non-Canadian Resident Holder**"). This portion of the summary is not generally applicable to a Non-Canadian Resident Holder that is: (i) an insurer carrying on an insurance business in Canada and elsewhere (for purposes of the Canadian Tax Act) or (ii) an "authorized foreign bank" (as defined in the Canadian Tax Act).

The following portion of the summary assumes that neither MJAR Common Stock or Resulting Issuer Shares will constitute "taxable Canadian property" to any particular Non-Canadian Resident Holder at any time.

Generally, MJAR Common Stock will not constitute taxable Canadian property to a Non-Canadian Resident Holder at a particular time unless, at any particular time during the 60-month period that ends at that time, more than 50% of the fair market value of MJAR Common Stock was derived directly or indirectly from one or any combination of: (A) real or immovable properties situated in Canada, (B) "Canadian resource properties" (as defined in the Canadian Tax Act), (C) "timber resource properties" (as defined in the Canadian Tax Act), and (D) options in respect of, or interests in, or for civil law rights in, any of the foregoing property whether or not the property exists (the "**Real Property Requirement**").

Generally, Resulting Issuer Shares will not constitute taxable Canadian property to a Non-Canadian Resident Holder at a particular time provided that the applicable shares are listed at that time on a designated stock exchange (which includes the CSE), unless at any particular time during the 60-month period that ends at that time, the Real Property Requirement was met, and (i) one or any combination of (a) the Non-Canadian Resident Holder, (b) persons with whom the Non-Canadian Resident Holder does not deal at arm's length, and (c) partnerships in which the Non-Canadian Resident Holder or a person described in (b) holds a membership interest directly or indirectly through one or more partnerships, owned 25% or more of the issued shares of any class or series of the capital stock of Resulting Issuer. In certain circumstances set out in the Canadian Tax Act, shares which are not otherwise "taxable Canadian property" may be deemed to be "taxable Canadian property."

Disposition Pursuant to the Business Combination

A Non-Canadian Resident Holder will not be subject to tax under the Canadian Tax Act on any capital gain realized on a disposition of MJAR Common Stock, unless the shares are "taxable Canadian property" to the Non-Canadian Resident Holder and the shares are not "treaty-protected property" of the Non-Canadian Resident Holder, each within the meaning of the Canadian Tax Act. Non-Canadian Resident Holders whose MJAR Common Stock is taxable Canadian property should consult their own tax advisors for advice regarding their particular circumstances, including whether their MJAR Common Stock are treaty-protected property.

Disposition of Resulting Issuer Shares (Post-RTO Transaction)

A Non-Canadian Resident Holder will not be subject to tax under the Canadian Tax Act on any capital gain realized on a disposition of Resulting Issuer Shares, unless the shares are "taxable Canadian property" to the Non Canadian Resident Holder and the shares are not "treaty-protected property" of the Non-Canadian Resident Holder, each within the meaning of the Canadian Tax Act. Non-Canadian Resident Holders whose Resulting Issuer Shares are taxable Canadian property should consult their own tax advisors for advice regarding their particular circumstances, including whether their Resulting Issuer Shares constitute treaty-protected property.

Dividends on Resulting Issuer Shares (Post-RTO Transaction)

Dividends paid or credited, or deemed to be paid or credited, on Resulting Issuer Shares to a Non-Canadian Resident Holder generally will be subject to Canadian withholding tax at a rate of 25% of the gross amount of the dividend, unless the rate is reduced under the provisions of an applicable income tax convention between Canada and the Non-Canadian Resident Holder's jurisdiction of residence. For example, the rate of withholding tax under the *Convention Between Canada and the United States of America With Respect to Taxes on Income and on Capital* (the "**Treaty**") applicable to a Non-Canadian Resident Holder who is a resident of the United States for the purposes of the Treaty, is the beneficial owner of the dividend and is entitled to all of the benefits under the Treaty, generally will be 15%. The Resulting Issuer will be required to withhold the required amount of withholding tax from the dividend, and to remit it to the CRA for the account of the Non-Canadian Resident Holder.

See the section entitled "Procedure for Exchange of MJAR Common Stock" below for information on exchanging your MJAR Common Stock.

Appraisal and Dissenters' Rights

The discussion below is not a complete summary regarding the appraisal rights of the Stockholders under the DGCL and is qualified in its entirety by reference to the text of the relevant provisions of the DGCL, which are attached to this Information Statement as Annex D. Stockholders intending to exercise appraisal rights should carefully review Annex D. Failure to follow precisely any of the statutory procedures with respect to appraisal

rights pursuant to the DGCL may result in a termination or waiver of these rights. Only Stockholders, and not holders of options or warrants, have appraisal rights under the DGCL.

If the RTO Transaction is completed, dissenting holders of Common Stock who follow the procedures specified in Section 262 of the Delaware Law within the appropriate time periods will be entitled to have their shares of Common Stock appraised and receive the "fair value" of such shares in cash as determined by the Delaware Court of Chancery in lieu of the consideration that such Stockholder would otherwise be entitled to receive under the RTO Agreement.

The following is a brief summary of Section 262 of the Delaware Law, which explains the procedures for dissenting from the RTO Transaction and demanding statutory appraisal rights. Failure to follow the procedures described in Section 262 of the Delaware Law precisely could result in the loss of appraisal rights. This Information Statement constitutes notice to holders of Common Stock concerning the availability of appraisal rights under Section 262 of the Delaware Law. A Stockholder of record wishing to assert appraisal rights must hold the shares of stock on the date of making a demand for appraisal rights with respect to such shares and must continuously hold such shares through the Effective Time.

Stockholders who desire to exercise their appraisal rights must satisfy all of the conditions of Section 262 of the Delaware Law. A written demand for appraisal of shares must be filed with the Company within 20 days of the mailing date of this Information Statement.

A demand for appraisal must be executed by or for the Stockholder of record and must reasonably inform the Company of the identity of the Stockholder of record and that such Stockholder intends thereby to demand appraisal of its, his or her shares of Common Stock. If the shares are owned of record in a fiduciary capacity, such as by a trustee, guardian or custodian, this demand must be executed by or for the fiduciary. If the shares are owned by or for more than one person, as in a joint tenancy or tenancy in common, such demand must be executed by or for all joint owners. An authorized agent, including an agent for two or more joint owners, may execute the demand for appraisal for a Stockholder of record. However, the agent must identify the record owner and expressly disclose the fact that, in exercising the demand, he is acting as agent for the record owner. A person having a beneficial interest in Common Stock held of record in the name of another person, such as a broker or nominee, must act promptly to cause the record holder to follow the steps summarized below in a timely manner to perfect whatever appraisal rights the beneficial owners may have.

A Stockholder who elects to exercise appraisal rights should mail or deliver his, her or its written demand to the Company: 3461 Ringsby Court, Suite 350, Denver, CO 80216, Attention: Arthur Brown, Chief Financial Officer. The written demand for appraisal should specify the Stockholder's name and mailing address, and that the Stockholder is thereby demanding appraisal of his, her or its Common Stock. Within 10 days after the Effective Time, the Company must provide notice of the Effective Time to all of the Company's Stockholders who have complied with Section 262 of the Delaware Law and have not voted for the RTO Transaction.

Within 120 days after the Effective Time (but not thereafter), any Stockholder who has satisfied the requirements of Section 262 of the DGCL may deliver to the Company a written demand for a statement listing the aggregate number of shares not voted in favor of the RTO Transaction and with respect to which demands for appraisal have been received and the aggregate number of holders of such shares. The Company, as the surviving corporation in the RTO Transaction, must mail such written statement to the Stockholder within 10 days after the Stockholders' request is received by the Company or within 10 days after the latest date for delivery of a demand for appraisal under Section 262 of the DGCL, whichever is later.

Within 120 days after the Effective Time (but not thereafter), either the Company or any Stockholder who has complied with the required conditions of Section 262 of the DGCL and who is otherwise entitled to appraisal rights may commence an appraisal proceeding by filing a petition in the Delaware Court of Chancery demanding a

determination of the fair value of the Company's shares of Stockholders entitled to appraisal rights. The Company has no present intention to file such a petition if demand for appraisal is made so a filing would need to be made by the applicable Stockholder.

Upon the filing of any petition by a Stockholder in accordance with Section 262 of the DGCL, service of a copy must be made upon the Company, which must, within 20 days after service, file in the office of the Register in Chancery in which the petition was filed, a duly verified list containing the names and addresses of all Stockholders who have demanded payment for their shares and with whom agreements as to the value of their shares have not been reached by the Company. If a petition is filed by the Company, the petition must be accompanied by the verified list. The Register in Chancery, if so ordered by the court, will give notice of the time and place fixed for the hearing of such petition by registered or certified mail to the Company and to the Stockholders shown on the list at the addresses therein stated, and notice will also be given by publishing a notice at least one week before the day of the hearing in a newspaper of general circulation published in the City of Wilmington, Delaware, or such publication as the court deems advisable. The forms of the notices by mail and by publication must be approved by the court, and the Company must bear the costs thereof. The Delaware Court of Chancery may require the Stockholders who have demanded an appraisal for their shares (and who hold stock represented by certificates) to submit their stock certificates to the Register in Chancery for notation of the pendency of the appraisal proceedings and the Delaware Court of Chancery may dismiss the proceedings as to any Stockholder that fails to comply with such direction.

If a petition for an appraisal is filed in a timely fashion, after a hearing on the petition, the court will determine which Stockholders are entitled to appraisal rights and will conduct an appraisal hearing and determine the fair value of such shares, exclusive of any element of value arising from the accomplishment or expectation of the RTO Transaction, together with a fair rate of interest to be paid, if any, upon the amount determined to be the fair value.

Stockholders considering seeking appraisal of their shares should note that the fair value of their shares determined under Section 262 of the DGCL could be more, the same, or less than the consideration they would receive pursuant to the RTO Agreement if they did not seek appraisal of their shares. The costs of the appraisal proceeding may be determined by the court and taxed against the parties as the court deems equitable under the circumstances. Upon application of a dissenting Stockholder, the court may order that all or a portion of the expenses incurred by any dissenting Stockholder in connection with the appraisal proceeding, including reasonable attorneys' fees and the fees and expenses of experts, be charged pro rata against the value of all shares entitled to appraisal. In the absence of a determination or assessment, each party bears his, her or its own expenses. The exchange of shares for cash pursuant to the exercise of appraisal rights will be a taxable transaction for U.S. federal income tax purposes and possibly state, local and foreign income tax purposes as well.

Any Stockholder who has duly demanded appraisal in compliance with Section 262 of the DGCL will not, after the Effective Time, be entitled to vote for any purpose the shares subject to demand or to receive payment of dividends or other distributions on such shares, except for dividends or distributions payable to Stockholders of record at a date prior to the Effective Time.

At any time within 60 days after the Effective Time, any Stockholder will have the right to withdraw his, her or its demand for appraisal and accept the terms offered in the RTO Agreement. After this period, a Stockholder may withdraw his, her or its demand for appraisal and receive payment for his, her or its shares as provided in the RTO Agreement only with the Company's consent. If no petition for appraisal is filed with the court within 120 days after the Effective Time, Stockholders' rights to appraisal (if available) will cease. Since the Company has no obligation to file such a petition, any Stockholder who desires a petition to be filed is advised to file it on a timely basis. No petition timely filed in the court demanding appraisal may be dismissed as to any Stockholder without the approval of the court, which approval may be conditioned upon such terms as the court deems just, but any Stockholder who has not commenced an appraisal proceeding or joined such a proceeding as a named party may

withdraw such Stockholder's demand for appraisal and accept the terms offered in the RTO Transaction within 60 days after the effective date of the RTO Transaction.

Failure by any Stockholder to comply fully with the procedures described above and set forth in Annex D to this Information Statement may result in termination of such Stockholder's appraisal rights. In view of the complexity of exercising appraisal rights under the DGCL, if a Stockholder is considering exercising these rights the Company urges such Stockholder to consult with his, her or its legal counsel.

PROCEDURE FOR EXCHANGE OF MJAR COMMON STOCK

Odyssey is acting as the depositary in connection with the RTO Transaction. The Depositary will receive deposits of existing MJAR Common Stock and an accompanying Letter of Transmittal. Stockholders are requested to tender to the Depositary any share certificates representing existing MJAR Common Stock along with the duly completed Letter of Transmittal and all other required documents as soon as possible.

Prior to the Effective Time, the Resulting Issuer will deposit or cause to be deposited with the Depositary for the benefit of the Stockholders (including those exchanged in the Canadian Exchange Offer), Resulting Issuer Shares (whether Proportionate Voting Shares or Resulting Issuer Common Shares, depending on the outcome of the PVS Election) to be issued in uncertificated form. After the Effective Time, the Resulting Issuer will deposit or cause to be deposited with the Depositary, any dividends or other distributions, if any, to which the holders of eligible shares may be entitled with both a record and payment date after the Effective Time and prior to the surrender of such eligible shares.

Upon surrender to the Depositary of physical certificates for MJAR Common Stock that are certificated (or affidavit of loss in lieu of a certificate), in accordance with the terms of the Letter of Transmittal and accompanying instructions, the holder of such certificate or book-entry share will be entitled to receive the Resulting Issuer Shares.

Until surrendered, each share certificate representing MJAR Common Stock will be deemed for all purposes to represent the number of Resulting Issuer Common Shares to which the Stockholder is entitled in connection with the RTO Transaction. Stockholders who hold physical certificates should not destroy any share certificates. The method of delivery of share certificates representing MJAR Common Stock and the duly completed Letter of Transmittal and all other required documents will be at the option and risk of the person surrendering them. It is recommended that such documents be delivered by hand to the Depositary, at the address noted in the Letter of Transmittal, and a receipt obtained therefore, or, if mailed, that registered mail, with return receipt requested, be used and that proper insurance be obtained.

No shares will be issued to a Stockholder who holds a physical certificate until such Stockholder has surrendered the corresponding existing share certificates, together with a properly completed and executed Letter of Transmittal, to the Depositary. Stockholders will need to surrender their existing share certificates before they will be able to sell or transfer their Resulting Issuer Shares following completion of the RTO Transaction.

No interest will be paid or accrued on any amount payable upon due surrender of eligible shares.

The Letter of Transmittal contains instructions on how to surrender share certificates, if any, representing MJAR Common Stock to the Depositary. Stockholders can request additional copies of the Letter of Transmittal by contacting the Depositary.

In the event any certificate representing eligible shares will have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed and, if required by the Resulting Issuer, the posting by such person of a bond in customary amount and upon such terms as may be reasonably required by the Resulting Issuer as indemnity against any claim that may be made against it with respect to such certificate, the Depositary will issue in exchange for such lost, stolen or destroyed certificate the Resulting Issuer Shares.

THE STOCKHOLDER CONSENT

Board Approval

On July 18, 2018, the Company's Board (i) unanimously determined that the RTO Transaction is fair to, and in the best interests of the Company and the Stockholders, (ii) approved the RTO Agreement, (iii) declared the RTO Transaction advisable to the Stockholders and (iv) recommended that the Stockholders adopt and approve the RTO Agreement and the RTO Transaction.

Vote Required

The adoption of the RTO Agreement and the approval of the transactions contemplated thereby, including the RTO Transaction, requires the affirmative vote of Stockholders holding at least a majority of the outstanding shares of Common Stock on the record date. Because the required vote of the Stockholders is based on the number of outstanding shares of the Company's stock, rather than upon the shares actually voted, the failure by a Stockholder to execute and return the Stockholders' Consent will have the same effect as a vote against the adoption of the RTO Agreement and the approval of the transactions contemplated thereby, including the RTO Transaction.

The Stockholders are specifically asked to approve:

1. The RTO Transaction; and

2. The RTO Agreement.

You should sign and immediately return your executed signature page attached hereto as Annex E via DocuSign or by e-mail to Christina Dupont of the Company (Christina.Dupont@MJardin.com), if you consent to the adoption of the RTO Agreement and the completion of the RTO Transaction. A failure to provide consent by November 8, 2018 will effectively be a vote against the RTO Transaction.

Appraisal Rights

Any Stockholder who desires to dissent from the RTO Transaction has the right to dissent under the DGCL and, upon compliance with applicable statutory procedures, to receive payment of the "fair value" of his, her or its shares of Common Stock.

If you wish to exercise appraisal rights, you must follow specific procedures. You must precisely follow these specific procedures to exercise your appraisal rights, or you may lose them. Please see the section titled "Appraisal and Dissenters' Rights" for more information.

Annex A

RTO Agreement

[See attached.]

MERGER AGREEMENT AND PLAN OF REORGANIZATION

among

MJAR Holdings Corp.

and

SUMTRA DIVERSIFIED INC.

and

SUMTRA DIVERSIFIED (USA) INC.

September 7, 2018

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MERGER AGREEMENT AND PLAN OF REORGANIZATION

This Agreement is entered into on September 7, 2018 by and between Sumtra Diversified Inc. ("**Sumtra**"), a company incorporated pursuant to the Business Corporations Act (Ontario), MJAR Holdings Corp. (the "**Company**"), a Delaware corporation, and Sumtra Diversified (USA) Inc., a Delaware corporation ("**Subco**", as more specifically defined herein).

The Parties intend that, for U.S. federal income tax purposes, the Merger (as defined herein) will qualify as a tax-free capital contribution and/or a "reorganization" within the meaning of Sections 351 and/or 368(a) of the Code (as defined herein), respectively, and, to the extent Section 368(a) and not solely Section 351 applies, (a) that each of Sumtra, Subco and the Company are "parties to a reorganization" within the meaning of Section 368(b) of the Code, (b) that this Agreement shall constitute a "plan of reorganization" within the meaning of Treasury Regulation (as defined herein) Section 1.368-2(g) as provided in Section 2.12, and (c) to the extent required under Section 7874 of the Code, immediately following the Effective Time Sumtra shall be treated as a U.S. domestic corporation for U.S. federal income tax purposes under Section 7874(b) of the Code.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

In this Agreement (including the preamble, recitals and each Schedule hereto), the following terms have the meanings ascribed thereto as follows:

"**Accredited Investor**" means an accredited investor as defined in Rule 501(a) under the U.S. Securities Act.

"**Acquisition**" means the reverse takeover of Sumtra by the Company Stockholders effected through the Merger and which acquisition shall constitute a Fundamental Change of Sumtra within the meaning of the CSE Policy.

"**Affiliate**" has the meaning ascribed thereto in the OBCA.

"**Agency Agreement**" means the agreement entered into on or about the Financing Closing Date between the Company, the Agents and Sumtra in connection with the MJAR Brokered Financing.

"**Agents**" means, collectively, Canaccord Genuity Corp. and KES 7 Capital Inc.

"**Agreement**" means this Agreement and any instrument supplemental or ancillary hereto; and the expressions "**Article**", "**section**", and "**subsection**" followed by a number means and refer to the specified Article, section or subsection of this Agreement.

"**Ancillary Agreements**" means all agreements, certificates and other instruments delivered or given pursuant to this Agreement.

"**Applicable Money Laundering Laws**" has the meaning ascribed thereto in Section 4.1(ee).

"**Applicable Securities Laws**" means applicable Canadian securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders having the force of law, in force from time to time, including those of the CSE, TSXV and any other applicable stock exchange.

"**Board of Directors**" means the board of directors of the Company.

"**Brokered Subscription Agreement**" means the subscription agreement between the Company and subscribers of Subscription Receipts pursuant to the MJAR Brokered Financing.

"**Business**" means the business of the Company (or its predecessors) and its subsidiaries.

"**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday in Toronto, Ontario or in the State of Delaware.

"**Canadian Company Stockholder**" means a beneficial holder of shares of the Company, who is:

(i) resident of Canada for the purposes of the ITA; or

(ii) a partnership at least one partner of which is a resident of Canada for the purposes of the ITA;

"**Certificate of Merger**" has the meaning ascribed thereto in Section 2.11.

"**Closing**" means the completion of the Acquisition and the other transactions contemplated herein.

"**Closing Date**" means the date on which the Closing occurs, which date shall be the third Business Day after all conditions set forth in Article 8 (other than those conditions that by their nature are to be satisfied or waived at the Closing, but subject to the satisfaction or waiver of those conditions) are satisfied or waived or such other Business Day as the Parties may agree to in writing.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Company**" shall have the meaning as set forth in the recitals.

"**Company Assets**" means the property and assets of the Company, of every kind and description and wheresoever situated.

"**Company's Auditors**" means MNP LLP.

"**Company Capitalization Spreadsheet**" means the spreadsheet within Section 1.1 of the Disclosure Letter, and hereby incorporated herein, setting out the outstanding share capital of the Company, including the outstanding Company Common Shares, Company Options, Company RSUs, Company Warrants and Company Debentures.

"**Company Common Shares**" means the common stock, par value $0.0001 in the capital of the Company.

"**Company Common Stockholders**" means each holder of Company Common Shares immediately prior to the completion of the Merger, and after completion of the Company Debenture Conversion.

"**Company Debenture Conversion**" has the meaning ascribed thereto in Section 2.3(a).

"**Company Debentures**" means the $200,000 principal amount of convertible debentures, convertible into an aggregate of approximately 138,220 Company Common Shares, as set forth in the Company Capitalization Spreadsheet.

"**Company Electing Stockholders**" means those Company Stockholders who elect to receive Resulting Issuer Proportionate Voting Shares in exchange for Company Common Shares upon completion of the Merger in accordance with Section 2.13.

"**Company Incentive Plan**" means the 2018 Equity Incentive Plan of the Company.

"**Company Listing Statement Disclosure**" has the meaning ascribed thereto in Section 2.2(b).

"Company Options" means those stock options issued pursuant to the Company Incentive Plan.

"**Company Proportionate Voting Share Election**" means the election by a Company Electing Stockholder to receive a portion of the merger consideration in Resulting Issuer Proportionate Voting Shares.

"**Company RSUs**" means those restricted share units of the Company issued pursuant to the Company Incentive Plan.

"**Company Shares**" means shares of the Company's common stock.

"**Company Stockholders**" means holders of the Company Shares.

"**Company Stockholder Approval**" means the approval by the Company Stockholders of the Merger at a meeting of Company Stockholders or by written approval of a majority of Company Stockholders.

"**Company Stockholder Materials**" means the materials to be distributed to Company Stockholders in connection with the Company Stockholder Approval obtained at a meeting of Company Stockholders, or to the extent required under the DCGL, in connection with Company Stockholder Approval obtained by written approval of a majority of Company Stockholders.

"**Company Subsidiary**" has the meaning ascribed thereto in Section 4.1(b).

"**Company Warrants**" means the compensation warrants of the Company issued to KES 7 Securities Inc. pursuant to the private placement of Company Debentures which closed on December 22, 2017, and to Bridging Finance Inc. in connection with certain debt financing of the Company, as set forth in the Company Capitalization Spreadsheet.

"**Confidential Information**" means any information concerning the Company or Sumtra (the "**Disclosing Party**") or its business, properties and assets made available to the other party or its representatives (the "**Receiving Party**"); provided that it does not include information which (i) is generally lawfully available to or known by the public other than as a result of improper disclosure by the Receiving Party or pursuant to a breach of Section 11.1 by the Receiving Party; (ii) is obtained by the Receiving Party from a source other than the Disclosing Party, provided that (to the reasonable knowledge of the Receiving Party) such source was not bound by a duty of confidentiality to the Disclosing Party or another party with respect to such information; or (iii) is or was developed by the Receiving Party without reference to the Confidential Information.

"**Contract**" means, with respect to a Person, any contract, instrument, permit, concession, licence, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, partnership or joint venture agreement or other legally binding agreement, arrangement or understanding, whether written or oral, to which the Person is a party or by which, to the knowledge of such Person, the Person or its property and assets is bound or affected.

"**CSE**" means the Canadian Securities Exchange.

"**CSE Policy**" means CSE Policy 8 – Fundamental Changes and Changes of Business.

"Delisting" means the voluntary delisting of the Sumtra Common Shares from trading on the TSXV.

"DGCL" means the General Corporation Law of the State of Delaware.

"**Disclosure Documents**" has the meaning ascribed thereto in Section 3.1(f).

"**Disclosure Letter**" means the disclosure letter executed by the Company and delivered to Sumtra concurrently with the execution of this Agreement.

"**Dissenting Shares**" has the meaning ascribed thereto in Section 2.9(a).

"**Draft Financial Statements**" means the draft financial statements of the Company provided to Sumtra, for the period ended December 31, 2017, prepared in accordance with IFRS, and the unaudited interim financial statements of the Company for the six month period ended June 30, 2018, prepared in accordance with IFRS.

"**Effective Date**" means date on which the Certificate of Merger is filed with the Secretary of State of the State of Delaware or such later date as may be specified in the Certificate of Merger as agreed to by the Parties.

"**Effective Time**" means the time at which the Certificate of Merger is filed with the Secretary of State of the State of Delaware or such later time as may be specified in the Certificate of Merger as agreed to by the Parties.

"**Employee**" means an officer or employee of the Company or any of its subsidiaries or a Person providing services in the nature of an employee to the Company.

"**Employee Plans**" has the meaning ascribed thereto in Section 4.1(z).

"**Exchange Ratio**" means the exchange ratio of one Resulting Issuer Common Shares for each Company Common Share.

"**Financial Statements**" means the audited financial statements of the Company for the period ended December 31, 2017, prepared in accordance with IFRS, the unaudited (reviewed) interim financial statements of the Company for the six month period ended June 30, 2018, prepared in accordance with IFRS, in each case as will be included in the Listing Statement prepared and filed on SEDAR in accordance with the CSE policies, together with such other financial statements of the Company (if any) as may be required to be included in the Listing Statement (which, for greater certainty, shall not include the pro forma financial statements of the Resulting Issuer).

"**Financing Closing Date**" means on or about September 7, 2018, or such other date as the Company and the Agents may agree pursuant to the provisions of the Agency Agreement.

"**Fundamental Change**" shall have the meaning ascribed to such term in the CSE Policy.

"**Government Agency**" means and includes, without limitation, any national, federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing, including the CSE and the TSXV.

"IFRS" means International Financial Reporting Standards.

"**include**" or "**including**" shall be deemed to be followed by the words "without limitation".

"**Intellectual Property**" means all of the following which is currently owned by, issued to or licensed to the Company and/or a Company Subsidiary, or other rights of the Company and/or a Company Subsidiary to use the following: (i) patent rights, issued patents, patent applications, patent disclosures, and registrations, inventions, discoveries, developments, concepts, ideas, improvements, processes and methods, whether or not such inventions, discoveries, developments, concepts, ideas, improvements, processes, or methods are patentable or registrable under patent or similar laws anywhere in the world; (ii) copyrights (including performance rights) to any original works of art or authorship, including source code and graphics, which are fixed in any medium of expression, including copyright registrations and applications therefor, anywhere in the world, whether or not registered or registrable; (iii) any and all

common law or registered trade- mark rights, trade names, business names, trade-marks, proposed trade-marks, certification marks, service marks, distinguishing marks and guises, logos, slogans, goodwill, domain names and any registrations and applications therefor, anywhere in the world, whether or not registered or registrable; (iv) know-how, show-how, confidential information, trade secrets; (v) any and all industrial design rights, industrial designs, design patents, industrial design or design patent registrations and applications therefor, anywhere in the world, whether or not registered or registrable; (vi) any and all integrated circuit topography rights, integrated circuit topographies and integrated circuit topography applications, anywhere in the world, whether or not registered or registrable, (vii) any reissues, divisions, continuations, continuations-in-part, renewals, improvements, translations, derivatives, modifications and extensions of any of the foregoing; (viii) any other industrial, proprietary or intellectual property rights, anywhere in the world; and (ix) proprietary computer software (including but not limited to data, data bases and documentation).

"**ITA**" means the *Income Tax Act* (Canada).

"**Laws**" means all laws, statutes, by-laws, rules, regulations, orders, decrees, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of any Government Agency applicable to the Company or Sumtra (and includes Applicable Securities Laws).

"**License and Service Agreements**" means (i) the Master Management Services Agreement, by and among Ringsby Services Inc. and GrowForce Holdings Inc., dated as of April 2018, (ii) the License and Sublicense Agreement, by and between MJardin Management, LLC and GrowForce Holdings Inc., dated as of April 2018 and (iii) the Master License Agreement by and between MJardin Management, LLC and the Company, dated as of June 1, 2014.

"**Listing**" means the listing of the Resulting Issuer Common Shares on the CSE (including the Resulting Issuer Common Shares issuable upon the exercise or conversion of the Resulting Issuer Warrants, the Resulting Issuer Options, Resulting Issuer RSUs and Resulting Issuer Proportionate Voting Shares).

"**Listing Statement**" means the Form 2A – *Listing Statement* of Sumtra in the form prescribed by the CSE, pertaining to the Listing and which shall be filed on SEDAR and on the website of the CSE prior to the closing of the Acquisition.

"**Material Adverse Change**" or **"Material Adverse Effect"** with respect to Sumtra or the Company, as the case may be, means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), event, violation, inaccuracy, circumstance or effect that (a) materially and adversely affects, or would reasonably be expected to materially and adversely affect the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of Sumtra or the Company, as the case may be, on a consolidated basis; or prevents, or would reasonably be expected to prevent, Sumtra or the Company, as the case may be, from performing its obligations under this Agreement or consummating the transactions contemplated herein; provided, however, that it will not include: (i) any fact, circumstance, event, change, effect, occurrence, event or term relating to the

global economy or securities markets in general; or (ii) any fact, circumstance, event, change, effect, occurrence or event affecting the industry in which Sumtra or the Company operate, as the case may be, in general and which, in each case, does not have a materially disproportionate effect on Sumtra or the Company, as applicable, relative to comparable entities operating in the industry in which Sumtra or the Company, as applicable conducts its business.

"**Mergeco**" means the Company, which shall be the surviving corporation of the Merger of Subco with and into the Company pursuant to the Merger to be named MJardin Group, Inc.

"**Merger**" means the merger of Subco with and into the Company pursuant to the provisions of the DGCL (and contribution of the Company for U.S. tax purposes with and into Sumtra, as followed by the merger into Subco) in the manner contemplated in and pursuant to the terms and conditions of this Agreement.

"**Merging Companies**" means the Company and Subco.

"**MJAR Brokered Financing**" means a financing or financings by the Agents on a "best efforts" private placement basis without underwriting liability, for aggregate gross proceeds, together with the MJAR Non-Brokered Financing, of up to C$20,000,000 through the issuance of Subscription Receipts of the Company at a price of C$12.00 per Subscription Receipt, all on the terms and subject to the conditions set out in the Brokered Subscription Agreements and the Agency Agreement.

"**MJAR Financings**" means, collectively, the MJAR Brokered Financing and the MJAR Non-Brokered Financing.

"**MJAR Non-Brokered Financing**" means a financing or financings by the Company for aggregate gross proceeds, together with the MJAR Brokered Financing, of up to C$20,000,000 through the issuance of Subscription Receipts of the Company at a price of C$12.00 per Subscription Receipt pursuant to the terms and conditions set out in the Non-Brokered Subscription Agreements.

"**Name Change**" means a change of the name of Sumtra from "Sumtra Diversified Inc." to "MJardin Group, Inc." or such other name as is agreed to by the Company and Sumtra.

"**Non-Brokered Subscription Agreement**" means the subscription agreement between the Company and subscribers of Subscription Receipts pursuant to the MJAR Non-Brokered Financing.

"OBCA" means the *Business Corporations Act* (Ontario).

"**Outside Date**" has the meaning ascribed thereto in Section 10.1(b)(iii).

"**Party**" means each of the Company, Sumtra and Subco and "**Parties**" means the Company, Sumtra and Subco.

"**Permits**" has the meaning ascribed thereto in Section 4.1(ff).

"**Person**" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other juridical entity.

"**Related Person**" has the meaning ascribed thereto in the policies of the CSE.

"**Requisite Company Vote**" has the meaning ascribed thereto in Section 4.1(a).

"**Resulting Issuer**" has the meaning ascribed thereto in Section 2.6.

"**Resulting Issuer Common Shares**" means the common shares in the capital of the Resulting Issuer.

"**Resulting Issuer Options**" means the stock options to be issued pursuant to the Resulting Issuer Equity Incentive Plan, exercisable to acquire Resulting Issuer Common Shares or Resulting Issuer Proportionate Voting Shares.

"**Resulting Issuer Proportionate Voting Shares**" means the Class A proportionate voting convertible shares in the capital of the Resulting Issuer.

"**Resulting Issuer RSUs**" means the restricted share units to be issued pursuant to the Resulting Issuer Equity Incentive Plan, entitling the holder thereof to Resulting Issuer Common Shares or Resulting Issuer Proportionate Voting Shares.

"**Resulting Issuer Shares**" means collectively the Resulting Issuer Common Shares and the Resulting Issuer Proportionate Voting Shares.

"**Resulting Issuer Equity Incentive Plan**" means the equity incentive plan to be adopted by Sumtra prior to the Closing, subject to shareholder approval at the Sumtra Meeting.

"**Resulting Issuer Warrants**" means the common share purchase warrants of the Resulting Issuer to be issued in exchange for the Company Warrants that are outstanding as of the Effective Time as provided in Section 2.3 hereof, with each such Resulting Issuer Warrants entitling the holder to purchase one Resulting Issuer Common Share.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval.

"**Share Amendment**" means the amendment to the articles of Sumtra providing for an additional class of shares of Sumtra, the Sumtra Class A Shares.

"**Subco**" shall have the meaning as set forth in the recitals.

"**Subscription Receipts**" means the subscription receipts of the Company or an affiliate of the Company to be issued as part of the MJAR Financings, each representing the right of the holder thereof to receive, in certain circumstances set forth in the terms attached to the Subscription Receipts, one Company Common Share, without any further act or formality, and for no additional consideration.

"**Sumtra**" shall have the meaning as set forth in the recitals.

"**Sumtra Assets**" means the property and assets of Sumtra, of every kind and description and wheresoever situated.

"**Sumtra Class A Shares**" means the Class A proportionate voting convertible shares in the capital of Sumtra upon completion of the Share Amendment.

"**Sumtra Closing Documents**" means the documents required to be delivered to the Company by Sumtra pursuant to Section 9.3 hereof.

"**Sumtra Common Shares**" means the common shares in the capital of Sumtra.

"**Sumtra Common Shareholders**" means the holders of Sumtra Common Shares.

"**Sumtra Consolidation**" means the consolidation of Sumtra Common Shares to be effective prior to the Merger on the basis of one post-consolidation Sumtra Common Share for every 31.5 outstanding Sumtra Common Shares existing immediately before the consolidation.

"**Sumtra Financial Statements**" means the audited financial statements of Sumtra for the years ended August 31, 2017 and 2016 condensed interim financial statements for the nine month period ended May 31, 2018.

"Sumtra Meeting" means the annual and special meeting of Sumtra Common Shareholders to be held prior to completion of the Merger for the consideration and, if deemed appropriate, approval of the Sumtra Meeting Matters.

"**Sumtra Meeting Materials**" means the notice of meeting and, information circular of Sumtra and form of proxy to be distributed to Sumtra Shareholders in connection with the Sumtra Meeting.

"**Sumtra Meeting Matters**" means, *inter alia*, the following items to be presented for shareholder approval at the Sumtra Meeting with Sumtra, the by the Sumtra Common Shareholders at the Sumtra Meeting as a condition of the Merger:

(A) the Sumtra Consolidation;

(B) the Share Amendment;

(C) the Name Change;

(D) the appointment of the auditors of the Resulting Issuer following the Closing;

(E) the approval of the Sumtra New By-laws;

(F) the election of directors of the Resulting Issuer to be effective following the Closing as set out in section 2.5;

(G) the adoption of the Resulting Issuer Equity Incentive Plan to be effective following the Closing; and

(H) such further or other matters as shall property come before the Sumtra Meeting.

"**Sumtra New By-laws**" means the new by-laws to be approved by the Sumtra Common Shareholders at the Sumtra Meeting;

"**Sumtra Options**" means the options to acquire 623,740 Sumtra Common Shares at a price of $0.05 per Sumtra Common Share issued pursuant to the Sumtra Stock Option Plan;

"**Sumtra Shareholders**" means the holders of Sumtra Common Shares and Sumtra Class A Shares.

"**Sumtra Stock Option Plan**" means the stock option and incentive plan approved by the Sumtra Shareholders on February 28, 2011.

"**Tax Act**" means the *Income Tax Act* (Canada) as may be amended from time to time.

"**Taxes**" means all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto.

"**Termination Date"** has the meaning given to the term in Section 10.1.

"**Treasury Regulations"** means the Treasury regulations promulgated under the Code, as such Treasury Regulations may be amended from time to time.

"TSXV" means the TSX Venture Exchange.

"**United States**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

ARTICLE 2
TRANSACTION

2.1 Agreement to Merge.

Upon the terms and subject to the conditions contained in this Agreement, the Parties hereby agree to the Merger. Sumtra shall, in its capacity as the sole stockholder of Subco, approve the Merger as soon as reasonably practicable with the intent that the same shall be completed on or before November 30, 2018.

2.2 Disclosure Documents.

(a) Promptly after the execution of this Agreement, the Company and Sumtra jointly shall prepare and complete the Listing Statement together with any other documents

required by the DGCL and the OBCA, Applicable Securities Laws and other applicable Laws, including the rules and policies of the TSXV in connection with the Delisting and of the CSE in connection with the Acquisition and the Listing, and Sumtra shall cause the Listing Statement to be filed on SEDAR as may be required by the CSE.

(b) Sumtra represents, warrants and covenants that the Sumtra Meeting Materials and the Listing Statement will comply in all material respects with all applicable Laws (including Applicable Securities Laws), and, without limiting the generality of the foregoing, that the Sumtra Meeting Materials and the Listing Statement shall 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 contained therein not misleading in light of the circumstances in which they are made (provided that Sumtra shall not be responsible for the information relating to the Company or the Resulting Issuer that is furnished in writing by the Company for inclusion in the Sumtra Meeting Materials or the Listing Statement (collectively, the "**Company Listing Statement Disclosure**")).

(c) The Company represents and warrants that any Company Listing Statement Disclosure will comply in all material respects with all applicable Laws (including Applicable Securities Laws), and, without limiting the generality of the foregoing, that the Company Listing Statement Disclosure shall 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 contained therein not misleading in light of the circumstances in which they are made.

(d) Promptly after the execution of this Agreement, the Company shall prepare and complete the Company Stockholder Materials together with any other documents required by the DGCL in connection with the Company Stockholder Approval, and the Company shall, (i) as promptly as reasonably practicable after the date hereof, cause the Company Stockholder Materials and other documentation required in connection with the Company Stockholder Approval to be sent to each Company Stockholder and other Persons as required by its constating documents and applicable Laws, in each case so as to permit the Company Stockholder Approval to be obtained on or before November 30, 2018 and which shall include the notification required by Section 262 of the DGCL of such stockholder's right to appraisal of its shares of Company capital stock under Section 262 of the DGCL and (ii) promptly after obtaining the Company Stockholder Approval, send to each Company Stockholder immediately prior to the Merger who did not consent to the Merger, the notification required by Section 228(e) of the DGCL and the notification required by Section 262 of the DGCL of such stockholder's right to appraisal of its shares of Company capital stock under Section 262 of the DGCL.

(e) The Company shall ensure that the Company Stockholder Materials comply in all material respects with all applicable Laws, and, without limiting the generality of the foregoing, that the Company Stockholder Materials shall 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 contained therein not misleading in light of the circumstances in which they are made.

(f) The Company, Sumtra and their respective legal counsel shall be given a reasonable opportunity to review and comment on drafts of the Listing Statement, the Company Stockholder Materials and the Sumtra Meeting Materials and other documents related

thereto, and reasonable consideration shall be given to any comments made by the Company, Sumtra and their respective legal counsel, provided that all information relating solely to Sumtra included in the Sumtra Meeting Materials, the Company Stockholder Materials and the Listing Statement shall be in form and content satisfactory to Sumtra, acting reasonably, and all information relating solely to the Company included in the Sumtra Meeting Materials, the Company Stockholder Materials and the Listing Statement shall be in form and content satisfactory to the Company, acting reasonably.

(g) Sumtra and the Company shall promptly notify each other if at any time before the date of filing in respect of the Listing Statement, either party becomes aware (i) that the Listing Statement contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Listing Statement and the Parties shall cooperate in the preparation of any amendment or supplement to such documents, as the case may be, as required or appropriate; or (ii) of any legal or governmental action, suit, judgment, investigation, injunction, complaint, action, suit, motion, judgement, regulatory investigation, regulatory proceeding or similar proceeding by any Person, Government Agency or other regulatory body, whether actual or threatened, with respect to the Acquisition or which could otherwise delay or impede the transactions contemplated hereby.

(h) Sumtra represents, warrants, covenants and agrees with the Company that Sumtra:

(i) prior to the Closing, will effect the Sumtra Consolidation, Name Change and Share Amendment, subject to obtaining the requisite shareholder approval; and

(ii) except for non-substantive communications, will furnish promptly to the Company a copy of each notice, report, schedule or other document delivered, filed or received by it in connection with: (A) the Merger; (B) the Consolidation; (C) the Share Amendment; (D) the Name Change; (E) the Resulting Issuer Equity Incentive Plan; (F) any other Sumtra Meeting Matters or matters in respect of the Sumtra Meeting (G) any filings under Applicable Securities Laws; and (H) any dealings with Government Agency in connection with the transactions contemplated herein; and

2.3 Pre-Merger Steps

(a) Conversion of Debentures

In connection with the Conversion the Company Debentures shall be converted into Company Common Shares pursuant to the terms of the certificates evidencing such Company Debentures (the "**Company Debenture Conversion**"). Upon completion of the Company Debenture Conversion, all outstanding Company Debentures shall be cancelled and of no further force and effect, and the Company shall issue, on the stockholder register of the Company, that number of Company Common Shares as is equal to the aggregate principal amount of the Company Debentures and all accrued and unpaid interest outstanding divided by the Conversion Price (as defined in the certificates evidencing the Company Debentures).

(b) Conversion of Subscription Receipts

All Subscription Receipts issued in connection with the MJAR Financings shall be converted into securities of the Company at their conversion price immediately prior to the Effective Time.

(c) Canadian Offer

(i) Sumtra shall, concurrently with the mailing of the Sumtra Meeting Materials make an offer (the "**Sumtra Canadian Offer**") to each holder of Company Common Shares who is a Canadian Company Stockholder to purchase, subject to the consummation of the Merger, all of such Company Common Shares held by each Canadian Company Stockholder in consideration for that number of Sumtra Common Shares as is equal to the number of Company Common Shares held by the Canadian Company Stockholder at the Effective Time multiplied by the Exchange Ratio. Subject to satisfaction or waiver of all conditions (other than those relating to the Sumtra Canadian Offer and those that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) pursuant to this Agreement, each purchase of shares of Company Common Stock from a Canadian Company Stockholder who validly tenders his, her or its shares of Company Common Stock to Sumtra pursuant to the Sumtra Canadian Offer will be completed immediately prior to the Effective Time.

(ii) Any Canadian Company Stockholder who accepts the Sumtra Canadian Offer not later than three Business Days prior to the Closing Date in accordance with its terms and conditions shall be entitled to make an income tax election, pursuant to subsection 85(1) or 85(2) of the ITA, as applicable (and the analogous provisions of provincial or territorial income tax law) with respect to the transfer by the Canadian Company Stockholder of Company Common Shares to Sumtra if such Canadian Company Stockholder delivers to Sumtra duly completed election forms required by the Canadian Company Stockholder to make the joint election pursuant to subsection 85(1) or 85(2) of the ITA, as applicable (and the analogous provisions of provincial or territorial income tax law) complete with the details of the number of shares of Company Common Shares transferred and the applicable agreed amount or amounts for the purposes of such election or elections. Sumtra will not be required to execute any election that is received by Sumtra more than 60 days after the Closing Date. If Sumtra receives a properly completed election within 60 days of the Closing Date, Sumtra will sign and return such election to the Canadian Company Stockholder. Sumtra and the Company or any nominee thereof will not be responsible for the proper completion of any election, except for the obligation of Sumtra to sign and return to the Canadian Company Stockholder a duly completed election that is received by Sumtra within 60 days of the Closing Date. Each Canadian Company Stockholder shall be solely responsible for filing any such election form with the Canada Revenue Agency and any applicable provincial governmental entity. Sumtra, and the Company or any nominee thereof will not be responsible or liable for taxes, interest, penalties, damages or expenses resulting from the failure by anyone to properly complete or file any election.

(iii) The Company Stockholder Materials and the documents delivered in connection with the Sumtra Canadian Offer shall include instructions detailing how Canadian Company Stockholders can accept the Sumtra Canadian Offer and the terms and conditions of the Sumtra Canadian Offer. Sumtra and the Company shall, in good faith, jointly prepare such instructions and terms and conditions (which terms and conditions shall be customary for a transaction such as the Sumtra Canadian Offer), provided that the Company shall be responsible for the preparation of all initial drafts of the Company Stockholder Materials relating to the Sumtra Canadian Offer and shall bear all costs associated therewith.

(iv) Each Company Common Share held by a Canadian Company Stockholder that is not tendered to Sumtra in accordance with the terms and conditions of the Sumtra Canadian Offer shall be subject to the Merger in accordance with this Agreement other than this Section 2.3(c).

2.4 Merger Events.

Upon the terms and subject to the conditions set forth in this Agreement, including but not limited to completion of the Debenture Conversion and receipt of all requisite approvals prior to the Effective Time, at the Effective Time, by virtue of the Merger and without any action on the part of the Company, Subco and Sumtra, or any holder of shares of the Company's capital stock, the following steps shall occur simultaneously:

(a) each issued and outstanding Company Common Share (other than any Company Common Shares owned by Sumtra) will automatically be converted into:

(i) with respect to each Company Common Share other than Company Common Shares with respect to which a Company Proportionate Voting Share Election has been made, such number of Resulting Issuer Common Shares determined as the number of Company Common Shares held multiplied by the Exchange Ratio; and

(ii) with respect to each Company Common Share with respect to which a Company Proportionate Voting Share Election has been made by a Company Electing Stockholder, such number of Resulting Issuer Proportionate Voting Shares determined as the number of Company Common Shares with respect to which the Company Proportionate Voting Share Election has been made and divided by 1,000;

(b) each issued and outstanding Company Common Share owned by Sumtra shall be converted into one common share of Mergeco;

(c) each Company Warrant outstanding will, at the Effective Time be cancelled and exchanged for Resulting Issuer Warrants on the following basis:

(i) the number of Resulting Issuer Common Shares issuable upon exercise of the Resulting Issuer Warrant shall equal that number of Company Common Shares issuable upon exercise of the Company Warrant immediately prior to the Effective Time multiplied by the Exchange Ratio (rounded down to the nearest whole number of Resulting Issuer Common Shares);

(ii) the exercise price of the Resulting Issuer Warrants will be equal to the exercise price of the Company Warrant immediately prior to the Effective Time divided by the Exchange Ratio, rounded up to the nearest whole cent; and

(iii) the other terms and conditions of the Resulting Issuer Warrants will be substantially similar to the terms and conditions of the Company Warrants, including with respect to term, expiry date and adjustment provisions, subject to compliance with applicable Laws.

(d) each Company Option will, at the Effective Time be cancelled and exchanged for Resulting Issuer Options on the following basis:

(i) the number of Resulting Issuer Common Shares issuable upon exercise of the Resulting Issuer Options shall equal that number of Company Common Shares issuable upon exercise of the Company Options immediately prior to the Effective Time multiplied by the Exchange Ratio (rounded down to the nearest whole number of Resulting Issuer Common Shares);

(ii) the exercise price of the Resulting Issuer Options will be equal to the exercise price of the Company Option immediately prior to the Effective Time divided by the Exchange Ratio, rounded up to the nearest whole cent; and

(iii) the other terms and conditions of the Resulting Issuer Options will be substantially similar to the terms and conditions of the Company Options, including with respect to term, expiry date and adjustment provisions, subject to compliance with applicable Laws.

(e) each holder of Company RSUs shall be issued Resulting Issuer RSUs in accordance with the Company Capitalization Spreadsheet;

(f) if warrants, compensation options or other convertible securities (other than Subscription Receipts) are issued as part of the MJAR Financings, the procedure for the exchange of such convertible securities shall be substantially similar to the exchange of Company Warrants and Company Options set out in this Section 2.4.

(g) all of the Subco common stock issued and outstanding immediately prior to the Effective Time shall be converted into a single common share of Mergeco;

(h) in consideration for the issuance by the Resulting Issuer of the Resulting Issuer Common Shares and the Resulting Issuer Proportionate Voting Shares pursuant to step 2.4(a) hereof, Mergeco shall issue to Sumtra one common share of Mergeco for each Company Common Share that is converted into a Resulting Issuer Common Share or a Resulting Issuer Proportionate Voting Share pursuant to step 2.4(a).

2.5 Share Certificates.

On the Effective Date:

(a) the original stock certificate of Subco registered in the name of Sumtra, if any, shall be cancelled and Sumtra shall be issued a stock certificate for the number of shares of the common stock of Mergeco to be issued to Sumtra as provided in Section 2.4 hereof;

(b) subject to the treatment of Dissenting Shares (as defined herein) in Section 2.9 hereof, certificates or other evidence representing the Company Common Shares and the Company Warrants shall cease to represent any claim upon or interest in the Company other than the right of the holder to receive, pursuant to the terms hereof, Resulting Issuer Shares and Resulting Issuer Warrants in accordance with Section 2.4 hereof; and

(c) upon the delivery and surrender by the holder thereof to the Resulting Issuer or certificates representing, or evidence of ownership on the Company's share or securities register of, Company Common Shares, Company Options, Company RSUs and Company Warrants, which have been converted into Resulting Issuer Shares, Resulting Issuer Warrants, Resulting Issuer Options, or Resulting Issuer RSUs in accordance with Section 2.4, the Resulting Issuer shall on the Effective Date, or as soon as practicable thereafter following the date of receipt by the Resulting Issuer of the certificates referred to above, deliver to each such holder certificates representing the number of Resulting Issuer Shares, Resulting Issuer Warrants or Resulting Issuer Options, as applicable, to which such holder is entitled, provided that in the case of the Resulting Issuer Shares the same may be either in certificated or uncertificated form registered in the name of CDS Clearing and Depository Services Inc. ("**CDS**") or its nominee and held by, or on behalf of, CDS, as depositary for the participants of CDS; provided, further, that notwithstanding anything to the contrary contained herein, all Resulting Issuer Shares issued to former Company Stockholders in the United States or otherwise holding Company Common Shares that bear a legend describing transfer restrictions imposed by the U.S. Securities Act shall be issued in the form of definitive certificates registered in the name of the holder thereof or its nominee, which certificates shall bear such a U.S. Securities Act legend, if applicable:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY JURISDICTION, AND SUCH SHARES MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS OR AFTER RECEIPT OF AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT REGISTRATION IS NOT REQUIRED AND THE TRANSFER DOES NOT VIOLATE ANY APPLICABLE SECURITIES LAWS.

2.6 Resulting Issuer.

Sumtra will, upon completion of the Merger, change its name to "**MJardin Group, Inc.**"(the "**Resulting Issuer**"), and the following will be the directors and officers of the Resulting Issuer immediately following the completion of the Merger:

Directors

Rishi Gautam;

Roman Kocur;

James Lowe;

Graham Marr; and

John Travaglini.

Officers

Name	Title
Rishi Gautum	Chief Executive Officer
Art Brown	Chief Financial Officer

2.7 Merged Corporation.

(a) The Certificate of Incorporation and the Bylaws of the Company shall be the Certificate of Incorporation and Bylaws of Mergeco, with any amendments thereto, to be made in accordance with applicable law at the Effective Time, as may be necessary to give effect to this Agreement, including the following provisions (i) through (vii):

(i) **Number of Directors.** The board of directors of Mergeco shall consist of a minimum of one (1) director and a maximum of two (2).

(ii) **Officers and Directors**. The initial directors of Mergeco shall be Rishi Gautam and John Travaglini and the initial officers of Mergeco shall be:

Name	Title
Rishi Gautum	Chief Executive Officer
Art Brown	Chief Financial Officer

(iii) **Fiscal Year**. The first fiscal year end of Mergeco shall be December 31, 2018 and December 31 in each year thereafter, unless and until changed by resolution of the board of directors.

(iv) **Name**. The name of Mergeco shall be MJAR Holdings Corp. or such other name as agreed to by the Parties.

(v) **Registered Office**. The registered office of Mergeco shall be the registered office of the Company.

(vi) **Authorized Capital.** The authorized capital of Mergeco shall be an unlimited number of shares with a par value of $.0001 each, all of which shall be common stock.

(vii) **Business and Powers**. There shall be no restriction on the business that Mergeco may carry on or on the powers that Mergeco may exercise.

2.8 Fractional Shares.

No fractional Resulting Issuer Shares will be issued or delivered pursuant to the Merger. Any fractional share will be rounded down to the next lowest number of whole Resulting Issuer Shares and no consideration will be paid in lieu thereof. In calculating such fractional interests, all securities of the Resulting Issuer registered in the name of, or beneficially held, by a securityholder or their nominee shall be aggregated.

2.9 Dissenting Shares.

(a) For purposes of this Agreement, "**Dissenting Shares**" means, Company Common Shares held as of the Effective Time by a Company Stockholder who has not voted such Company Common Shares in favor of the adoption of this Agreement and the Merger and with respect to which appraisal shall have been duly demanded and perfected in accordance with Section 262 of the DGCL and not effectively withdrawn or forfeited prior to the Effective Time. Dissenting Shares shall not be converted into or represent the right to receive Resulting Issuer Common Shares or Resulting Issuer Proportionate Voting Shares, as applicable, unless such Company Stockholder right to appraisal shall have ceased in accordance with the DGCL. If such Company Stockholder has so forfeited or withdrawn his, her or its right to appraisal of Dissenting Shares, then, (i) as of the occurrence of such event, such holder's Dissenting Shares shall cease to be Dissenting Shares and shall be converted into and represent the right to receive the Resulting Issuer Common Shares or Resulting Issuer Proportionate Voting Shares, as applicable, issuable in respect of such Company Common Shares pursuant to Section 2.3, and (ii) Sumtra shall deliver or cause to be delivered to such Company Stockholder certificates representing the Resulting Issuer Common Shares or Resulting Issuer Proportionate Voting Shares, as applicable, to which such holder is entitled pursuant to Sections 2.3 and 2.5.

(b) The Company shall give Sumtra prompt notice of any written demands for appraisal of any Company Common Shares, withdrawals of such demands, and any other instruments that relate to such demands received by the Company. The Company shall not, except with the prior written consent of Sumtra, make any payment with respect to any demands for appraisal of Company Common Shares or offer to settle or settle any such demands unless required by the Delaware Court of Chancery.

2.10 Effect of the Merger

At the Effective Time:

(a) Subco shall merge with and into the Company in accordance with the DGCL and the separate existence of Subco shall cease and the Company shall continue as the surviving corporation and as a wholly owned subsidiary of the Resulting Issuer.

(b) Mergeco shall possess all the rights, powers, privileges and franchise and be subject to all the obligations, liabilities and duties of the Company and Subco, all as provided under the DGCL.

2.11 Filing of Certificate of Merger.

Following the approval of the stockholders of the Merging Companies to the Merger and subject to the satisfaction or waiver of all of the conditions precedent set forth herein, the Company shall file the certificate of merger (the "**Certificate of Merger**") and such other documents as required under the DGCL to effect the Merger pursuant to the DGCL.

2.12 U.S. Tax Treatment.

For U.S. federal income tax purposes, the transactions contemplated under this Agreement are intended to constitute, and the Parties hereby adopt this Agreement as, a tax-free capital contribution and transfer to a corporation controlled by such transferors pursuant to Section 351 of the Code and, if applicable, a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a). Each Party agrees that, for U.S. federal income tax purposes, (a) it shall treat the Merger as a tax-free capital contribution within the meaning of Section 351of the Code; (b) that it shall report the Merger as a capital contribution within the meaning of Section 351 of the Code, respectively, and it shall not take any tax reporting position inconsistent with such treatment for U.S. federal, state and other relevant tax purposes unless otherwise required by applicable Laws; (c) it shall retain such records and file such information as is required to be retained and filed pursuant to Treasury Regulation Section 1.351-3 in connection with the Merger; and (d) it shall otherwise use its best efforts to cause the transactions described herein to qualify as a tax-fee section 351 transaction within the meaning of Section 351 of the Code. Notwithstanding the foregoing, if requested by the Company, the Parties shall consider in good faith whether the Merger can also qualify as a non-taxable reorganization pursuant to Section 368(a) of the Code. If the Parties agree that the Merger qualifies as a reorganization pursuant to Section 368(a) of the Code and to report it as such for U.S. federal income tax purposes, then each Party shall, for U.S. federal income tax purposes, (a) treat the Merger as a reorganization within the meaning of Section 368(a) of the Code; (b) report the Merger as a "reorganization" within the meaning of Section 368(a) of the Code, and it shall not take any tax reporting position inconsistent with such treatment for U.S. federal, state and other relevant tax purposes; (c) retain such records and file such information as is required to be retained and filed pursuant to Treasury Regulation Section 1.368(a)-3 in connection with the Merger; and (d) otherwise use its best efforts to cause the transactions described herein to qualify as a "reorganization" within the meaning of Section 368(a) of the Code. In connection with the Merger and at all times from and after the Effective Date, the Parties agree to treat Sumtra as a United States domestic corporation for U.S. federal income tax purposes pursuant to Section 7874(b) of the Code. No Party shall take any action, fail to take any action, cause any action to be taken or cause any action to be taken or cause any action to fail to be taken that could reasonably be expected to prevent (1) the Merger from qualifying as a tax-free capital contribution and, if applicable, a "reorganization" within the meaning of Sections 351 and 368(a) of the Code, respectively, or (2) Sumtra from being treated as a United States domestic corporation for U.S. federal income tax purposes pursuant to Section 7874(b) of the Code unless (i) it is determined that Section 7874 does not apply, or (ii) such action or failure to take action (as the case may be) is expressly required of such Party by this Agreement and the Ancillary Agreements. Each Party hereto agrees to act in good faith, consistent with the intent of the Parties and the intended U.S. federal income tax treatment of the Merger as set forth in this Section 2.12. Notwithstanding the foregoing, no Party makes any representation, warranty or covenant to any other party or to any Company stockholder or other holder of Company securities (including, without limitation, stock options,

warrants, subscription receipts, debt instruments or other similar rights or instruments) that the Merger will each qualify as a tax-free capital contribution and/or reorganization within the meaning of Sections 351 and 368 of the Code, respectively, or that Sumtra will be treated as a United States domestic corporation for U.S. federal income tax purposes under Section 7874(b) of the Code as a result of the Merger.

2.13 Company Electing Stockholders

In connection with the solicitation of the approval of the Company Stockholders to the Merger, the Company will provide each Company Stockholder with the opportunity to elect to receive Resulting Issuer Proportionate Voting Shares upon completion of the Merger in exchange for all or a portion of their Company Common Shares. If no election is made within three days of the date of the notice, then each Company Stockholder that is a U.S. Person will be deemed to have elected to receive only Resulting Issuer Proportionate Voting Shares and each Company Stockholder that is not a U.S. Person will be deemed to have elected to receive only Resulting Issuer Common Shares in exchange for their Company Common Shares upon completion of the Merger.

2.14 Accredited Investor Status of U.S. Holders.

In addition to the requirements of Section 6.6 hereof, each Company Stockholder, each holder of a Company Warrant, and each holder of a Company Option, in each case who is resident in the United States or otherwise a "U.S. Person", as defined in Regulation S under the U.S. Securities Act, is in the United States, or consents to the Merger from within the United States, will, as a condition of receiving Resulting Issuer Shares upon completion of the Merger, be required to deliver a certificate in a form satisfactory to Sumtra and the Company as to their status as an Accredited Investor, together with any supporting information as reasonably requested by the Company or Sumtra in order to confirm their status or information regarding the availability of an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws for the issuance of such Resulting Issuer Shares (or other securities of the Resulting Issuer) to such holder.

2.15 Acknowledgement of Escrow

The Company and Sumtra acknowledge and agree that in accordance with the policies of the CSE and Applicable Securities Laws the Resulting Issuer Shares issued to certain Company Stockholders (including Company Stockholders who are Related Persons) may be subject to escrow and/or share resale restrictions under the policies of the CSE and Applicable Securities Laws. The Company and Sumtra covenant to use commercially reasonable efforts to cause all Related Persons to enter into escrow agreements in accordance with the policies of the CSE.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SUMTRA

3.1 Representations and Warranties of Sumtra.

Sumtra represents and warrants to and in favour of the Company as follows, and acknowledges that the Company is relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

(a) Each of Sumtra and Subco is a corporation incorporated and validly existing under the laws of the jurisdiction of its incorporation. In each case, each such entity has all

requisite corporate power and authority to enter into and perform its obligations under this Agreement and any Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby, and is duly qualified and holds all Permits necessary or required to carry on its business as now conducted and in the case of Sumtra, to own, lease or operate the Sumtra Assets, and neither Sumtra nor, to the knowledge of Sumtra, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing the dissolution or winding up of Sumtra or Subco, and Sumtra and Subco have all requisite corporate power and authority to enter into this Agreement and to carry out their obligations hereunder.

(b) The authorized capital of Sumtra consists of: (i) an unlimited number of Sumtra Common Shares, of which 6,237,400 Sumtra Common Shares are issued and outstanding as fully paid and non-assessable shares in the capital of Sumtra on a pre-Sumtra Consolidation basis and (ii) 623,740 Sumtra Options are issued and outstanding on a pre-Sumtra Consolidation basis pursuant to the Sumtra Stock Option Plan. There are no other options, warrants, other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by Sumtra of any securities in Sumtra or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire any shares of Sumtra.

(c) Other than Subco, Sumtra has no direct or indirect subsidiaries nor any investment in any Person or any agreement, option or commitment to acquire any such investment. All of the issued and outstanding securities of Subco are held by Sumtra. Subco has no liabilities.

(d) Sumtra is a "reporting issuer" as that term is defined under Applicable Securities Laws in the provinces of Alberta, British Columbia and Ontario and is not in default of the requirements of the Applicable Securities Laws in such jurisdictions.

(e) Other than in connection with its failure to hold an annual general meeting for the year ended August 31, 2017, Sumtra is in compliance in all material respects with all of the policies and rules of the NEX Board of the TSXV.

(f) Sumtra has filed all forms, reports, documents and information required to be filed by it, whether pursuant to Applicable Securities Laws or otherwise, with the applicable securities commissions (the "**Disclosure Documents**") and Sumtra does not have any confidential filings with any securities authorities. As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the Applicable Securities Laws in the jurisdictions they were filed; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(g) Sumtra has been conducting its business in compliance in all material respects with all applicable Laws and regulations of each jurisdiction in which it carries on business and has not received a notice of non-compliance, and, to the knowledge of Sumtra, there

are no facts that would give rise to a notice of noncompliance with any such laws and regulations.

(h) No consent, approval, order or authorization of, or registration, declaration or filing with, any third party or governmental entity is required by or with respect to Sumtra in connection with the execution and delivery of this Agreement by Sumtra, the performance of its obligations hereunder or the consummation by Sumtra of the transactions contemplated hereby other than: (i) the approval of the Delisting by the TSXV; (ii) the approval of the Acquisition (and matters related thereto) by the CSE; (ii) the filing of articles of amendment to reflect the Sumtra Class A Shares, as applicable; (iii) the approval of the listing of the Resulting Issuer Common Shares by the CSE (including the Resulting Issuer Common Shares issuable upon the exercise or conversion of the Resulting Issuer Warrants, Resulting Issuer Options, Resulting Issuer RSUs and Resulting Issuer Proportionate Voting Shares); (iv) the approval of the Sumtra Common Shareholders of the Sumtra Meeting Matters; and (v) any other consents, notice, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on Sumtra or prevent or materially impair Sumtra's ability to perform its obligations hereunder.

(i) Subject to the receipt of all necessary consents, approvals and authorizations, each of the execution and delivery of this Agreement, the performance by each of Sumtra and Subco of its obligations hereunder and the consummation of the transactions contemplated in this Agreement, including the Merger and the issue of the Resulting Issuer Shares, Resulting Issuer Warrants and Resulting Issuer Options upon the Merger, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (i) any statute, rule or regulation applicable to Sumtra or Subco, including Applicable Securities Laws; (ii) the constating documents, Bylaws or resolutions of Sumtra or Subco other than as will be remedied upon the filing of the articles of amendment to reflect the Sumtra Class A Shares, the Sumtra Consolidation and Name Change; (iii) any mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which Sumtra or Subco is a party or by which it is bound; or (iv) any judgment, decree or order binding Sumtra or Subco or their respective assets.

(j) This Agreement has been duly authorized and executed by Sumtra and Subco and constitutes a valid and binding obligation of each of them and shall be enforceable against each of them in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law.

(k) The Sumtra Financial Statements have, in each case, been prepared in accordance with IFRS consistently applied throughout the periods referred to therein and present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by IFRS) of Sumtra as at such dates and the results of its operations and its cash flows for the periods then ended and

contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of Sumtra in accordance with IFRS and there has been no change in accounting policies or practices of Sumtra since May 31, 2018.

(l) Sumtra is a taxable Canadian corporation for Canadian tax purposes and all Taxes due and payable or required to be collected or withheld and remitted, by Sumtra and Subco have been paid, collected or withheld and remitted as applicable. All tax returns, declarations, remittances and filings required to be filed by Sumtra and Subco have been filed with all appropriate Government Agencies and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. Sumtra has not received notice of any examination of any tax return of Sumtra or Subco, and to the knowledge of Sumtra, no such examination is currently in progress by any Government Agency and there are no issues or disputes outstanding with any Government Agency respecting any Taxes that have been paid, or may be payable, by Sumtra or Subco. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Sumtra or Subco. There are no circumstances existing as of the date hereof that could result in the application of one or more of Sections 17, 78 or 80 to 80.04 of the Tax Act or any analogous provision of any Law of any province or territory of Canada to Sumtra or Subco. Neither Sumtra nor Subco (i) is a party to, bound by, or obligated under any Tax allocation, indemnity, or sharing contract or arrangement; and (ii) is liable for the Taxes of any other Person as a transferee or successor, by contract or otherwise, including under section 191.3 of the Tax Act.

(m) The value of consideration paid or received by each of Sumtra and Subco in respect of the acquisition, sale or transfer of any property or the provision of any services to or from any person with whom it does not deal at "arm's length" (as defined for purposes of the Tax Act has been equal to the fair market value of such property acquired, sold or transferred or services provided. Sumtra has made or obtained records or documents that meet the requirements of paragraphs 247(4)(a) to (c) of the Tax Act for all transactions where subsection 247(3) of the Tax Act could apply.

(n) Each of Sumtra and Subco has established on its books and records reserves that are adequate for the payment of all Taxes not yet due and payable and there are no liens for Taxes on the Sumtra Assets, and there are no audits pending of the tax returns of Sumtra or Subco (whether federal, state, provincial, local or foreign) and there are no claims which have been asserted relating to any such tax returns.

(o) Sumtra's auditors who audited the Sumtra Financial Statements (as applicable) are independent public accountants.

(p) No holder of outstanding Sumtra Common Shares is entitled to any pre-emptive or any similar rights to subscribe for any Sumtra Common Shares or other securities of Sumtra and, other than pursuant to the Sumtra Options, no rights to acquire, or instruments convertible into or exchangeable for, any securities in the capital of Sumtra or Subco are outstanding.

(q) To the knowledge of Sumtra, no third party has any ownership right, title, interest in, claim in, lien against or any other right to the Sumtra Assets purported to be owned by Sumtra.

(r) No legal or governmental actions, suits, judgments, investigations or proceedings are pending to which Sumtra or Subco, or to the knowledge of Sumtra, the directors, officers or employees of Sumtra or Subco are a party or to which the Sumtra Assets are subject and, to the knowledge of Sumtra, no such proceedings have been threatened against or are pending with respect to Sumtra or Subco, or with respect to the Sumtra Assets and neither Sumtra or Subco is subject to any judgment, order, writ, injunction, decree or award of any Government Agency.

(s) Neither Sumtra nor Subco are party to any material contract, written or oral, or any other contract, written or oral, involving an amount in excess of C$5,000 other than:

(i) this Agreement;

(ii) a registrar and transfer agency agreement between Sumtra and TSX Trust Company (or a predecessor thereof);

(iii) agreements evidencing the Sumtra Options.

(t) Neither Sumtra nor, to the knowledge of Sumtra, any other party thereto is in material default or breach of any material contract of Sumtra and, to the knowledge of Sumtra, there exists no condition, event or act which, with the giving of notice or lapse of time or both would constitute a material default or breach under any material contract of Sumtra which would give rise to a right of termination on the part of any other party to a material contract of Sumtra.

(u) Except for the trading halt imposed by the TSXV on October 11, 2016, no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Sumtra (including the Sumtra Common Shares) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of Sumtra, are pending, contemplated or threatened by any Government Agency.

(v) Sumtra is not a party to any agreement, nor, to the knowledge of Sumtra, is there any shareholders agreement or other contract which in any manner affects the voting control of any of the securities of Sumtra or Subco.

(w) There is no agreement, plan or practice of Sumtra relating to the payment of any management, consulting, service or other fee or any bonus, pensions, share of profits or retirement allowance, insurance, health or other employee benefit [other than in the ordinary course of business or in respect of professional service fees].

(x) Neither Sumtra nor Subco has any, and since incorporation neither Sumtra nor Subco has had any, employees. There are no employment contracts, agreements or engagements, either oral or written, with any director or officer of Sumtra or Subco.

(y) None of the directors or officers of Sumtra or any associate or Affiliate of any of the foregoing has any interest, direct or indirect, in any transaction or any proposed transaction with Sumtra that materially affects, is material to or will materially affect Sumtra. Sumtra is not indebted to: (i) any director, officer or shareholder of Sumtra (other than in respect of the reimbursement of expenses incurred on behalf of Sumtra in the ordinary course of business); (ii) any individual related to any of the foregoing by blood, marriage or adoption; or (iii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in this subsection 3.1(y). None of those Persons referred to in this subsection 3.1(y) is indebted to Sumtra. Except as disclosed by Sumtra to the Company in writing, Sumtra is not currently a party to any contract, agreement or understanding with any officer, director, shareholder or any other Person not dealing at arm's length with Sumtra.

(z) The minute books and records of Sumtra and Subco made available to the Company in connection with the due diligence investigation of Sumtra and Subco for the period from the date of incorporation to the date hereof are all of the minute books of Sumtra and Subco and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholder and stockholders, as applicable, the directors and all committees of directors of Sumtra and Subco to the date hereof and there have been no other material meetings, resolutions or proceedings of the shareholders or stockholders, as applicable, directors or any committees of the directors of Sumtra or Subco to the date hereof not reflected in such minute books.

(aa) There is no Person acting at the request or on behalf of Sumtra that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

4.1 Representations and Warranties of the Company.

The Company represents and warrants to and in favour of Sumtra and Subco as follows, and acknowledges that each of Sumtra and Subco are relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

(a) The Company and each Company Subsidiary is a corporation validly incorporated and existing under the laws of its formation and has all requisite corporate power and corporate authority to enter into and perform its obligations under this Agreement and any Ancillary Agreement to which it is a party and, subject to, in the case of the consummation of the Merger, adoption of this Agreement by the affirmative vote or consent of Company Stockholders representing a majority of the outstanding Company Shares (the "**Requisite Company Vote**"), to consummate the transactions contemplated hereby and thereby, and is duly qualified and holds all Permits necessary or required to carry on its business as now conducted in each of the jurisdictions it carries on business and to own, lease or operate its assets and properties and neither the Company nor, to the knowledge of the Company, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing the Company's or any Company Subsidiary's dissolution or winding up, and the Company and each Company Subsidiary

has all requisite corporate power and corporate authority to enter into this Agreement and to carry out its obligations hereunder.

(b) Except as set forth in Section 4.1(b) of the Disclosure Letter, the Company has no material direct or indirect subsidiaries nor any investment in any Person or any agreement, option or commitment to acquire any such investment. (each a "**Company Subsidiary**").

(c) The Company and each of the Company Subsidiaries has been conducting the Business in compliance in all material respects with all applicable Laws, rules, regulations, orders and directions of Government Agency of each jurisdiction in which it carries on its business and has not received a notice of material non-compliance, with the exception of the Controlled Substances Act of 1970, 21 U.S.C. Section 801, et seq. (the "**CSA**"), any regulations promulgated pursuant thereto, and any other law predicated on the violation of the CSA, and, to the knowledge of the Company, there are no facts that would give rise to a notice of non- compliance in any material respect with any such Laws, rules, regulations, orders and directions.

(d) Except with respect to as may be required under Applicable Securities Laws or the rules and policies of the TSXV and the CSE, the filing of the Certificate of Merger in accordance with DGCL with the Secretary of State of Delaware or otherwise set forth in Section 4.1(d) of the Disclosure Letter**,** no consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Government Agency is required by or with respect to the Company in connection with the execution and delivery of this Agreement by the Company, the performance of its obligations hereunder or the consummation by the Company of the transactions contemplated hereby other than: (i) Company Shareholder Approval and the approval of the Merger under the DGCL; and (ii) any other consents, noticed, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on the Company or prevent or materially impair the completion of the Merger or the Company's ability to perform its obligations hereunder.

(e) Subject to receipt of the Company Stockholder Approval and except as set forth in Section 4.1(e) of the Disclosure Letter, the execution and delivery of this Agreement, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated in this Agreement do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (i) any statute, rule or regulation applicable to the Company or a Company Subsidiary (ii) the constating documents, by-laws or resolutions of the Company or a Company Subsidiary which are in effect at the date hereof; (iii) any material mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which the Company or a Company Subsidiary is a party or by which it is bound; or (iv) any judgment, decree or order binding the Company or a Company Subsidiary.

(f) This Agreement has been duly authorized and executed by the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or

affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law.

(g) Except as set forth in Section 4.1(g) of the Disclosure Letter, other than this Agreement, the Company is not currently party to any binding agreement in respect of: (i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Company whether by asset sale, transfer of shares or otherwise that has not closed or been consumated; or (ii) the change of control of the Company (whether by sale or transfer of shares or sale of all or substantially all of the Company Assets or otherwise).

(h) Financial Statements:

(i) The Draft Financial Statements, to the knowledge of the Company, were prepared in accordance with IFRS consistently applied throughout the periods referred to therein and present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by IFRS) of the Company on a consolidated basis as at such dates and the results of its operations and its cash flows for the periods then ended and contain and reflect, to the extent required by IFRS, adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Company in accordance with IFRS.

(ii) The Financial Statements, prior to the Closing Date: (a) will be prepared in accordance with IFRS consistently applied throughout the periods referred to therein and present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by IFRS) of the Company on a consolidated basis as at such dates and the results of its operations and its cash flows for the periods then ended and contain and reflect, to the extent required by IFRS, adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Company in accordance with IFRS and there has been no change in accounting policies or practices of the Company since March 31, 2018, and (b) will be substantially similar to the Draft Financial Statements and will be deemed as such if the changes in financial position of the Company are not materially adverse to the Company. The Company has not had any outstanding indebtedness or any liabilities or obligations including any unfunded obligation under any employee plan, whether accrued, absolute, contingent or otherwise as of the date of the applicable financial statements.

(i) Except as set forth in Section 4.1(i) of the Disclosure Letter, since December 31, 2017, neither the Company nor any Company Subsidiary has taken or has agreed to take any action that is described in Sections 6.4(1)(a) through Section 6.4(1)(c).

(j) All Taxes due and payable or required to be collected or withheld and remitted, by the Company or a Company Subsidiary have been paid, collected or withheld and remitted as applicable. All tax returns, declarations, remittances and filings required to be filed by

the Company or a Company Subsidiary have been filed and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Company, no examination of any tax return of the Company or any Company Subsidiary are currently in progress and there are no issues or disputes outstanding with any Government Agency respecting any Taxes that have been paid, or may be payable, by the Company or any Company Subsidiary. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to the Company or any Company Subsidiary.

(k) The Company maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets.

(l) The Company's Auditors who are in the process of preparing audited consolidated financial statements of the Company for the financial year ended December 31, 2017 are independent public accountants for the purposes of IFRS.

(m) The information set forth on the Company Capitalization Spreadsheet is true and correct in all respects as of the date hereof. The authorized share capital of the Company is 100,000,000 Company Common Shares and the number of Company Common Shares issued and outstanding is set out in the Company Capitalization Spreadsheet, each of which is outstanding as a fully paid and non-assessable share in the capital of the Company. Except as set forth in the Company Capitalization Spreadsheet and other than in connection with: (i) Company Common Shares, Company Options, Company RSUs, Company Warrants, Company Debentures, (ii) the MJAR Financings, and (iii) as otherwise contemplated in this Agreement, there are no options, warrants or other rights, Stockholder rights plans, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by the Company of any shares of the Company or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any shares of the Company. The Company Capitalization Spreadsheet sets forth (i) the name of each holder of Company Options, the number of Company Common Shares issuable upon exercise of each Company Option held by such Person, and the exercise price of each such Company Option; (ii) the name of each holder of Company RSUs and the number of Company Common Shares issuable upon settlement of each Company RSU; and (ii) the name of each holder of Company Warrants, the number of Company Common Shares issuable upon exercise of each Company Warrant held by such Person and the exercise price of each such Company Warrant.

(n) Except as set forth in Section 4.1(n) of the Disclosure Letter, the Company is not aware of any material legal or governmental actions, suits, judgments, investigations or proceedings to which the Company or any Company Subsidiary, or to the knowledge of the Company, the directors, officers or employees of the Company or any Company Subsidiary, are a party or to which the property and assets of the Company or any Company Subsidiary is subject and, to the knowledge of the Company, no such proceedings have been threatened in writing against or are pending with respect to the

Company or any Company Subsidiary, or with respect to its property and assets, and the Company or any Company Subsidiary is not subject to any judgment, order, writ, injunction, decree or award of any Government Agency.

(o) Neither the Company nor any Company Subsidiary is in material violation of its constating documents or by-laws or in default, in any material respect, in the performance or observance of any obligation, agreement, covenant or condition contained in any material Contract to which it is a party or by which it or its property and assets may be bound and all material Contracts to which the Company is a party are in good standing in all respects and in full force and effect.

(p) Except as set forth in Section 4.1(p) of the Disclosure letter, the Company owns or has all necessary rights to use (as currently used) all property and assets owned or used in the business of the Company free and clear of any actual, pending or, to the knowledge of the Company, threatened claims, liens, charges, options, set-offs, free-carried interests, royalties, encumbrances, security interests or other interests whatsoever other than such security interests, liens and encumbrances granted in the ordinary course of business by the Company.

(q) Other than License and Services Agreements and as set forth in Section 4.1(q) of the Disclosure Letter, (i) the Company is the sole and exclusive legal and/or beneficial owner, as applicable, of, has good and marketable title to, and owns all right, title and interest in all Intellectual Property that is owned by the Company, free and clear of all encumbrances, liens, mortgages, hypothecations, security interests, charges or adverse interests whatsoever, options to purchase and restrictions or other adverse claims of any kind or nature, other than such security interests, liens and encumbrances granted in the ordinary course of business by the Company and licenses of owned Intellectual Property granted to third parties in the ordinary course of business by the Company or the Company Subsidiaries, and the Company has no knowledge of any claim of adverse ownership in respect thereof; (ii) no consent of any person is necessary to permit the Company to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit any Intellectual Property that is owned by the Company; and (iii) none of the Intellectual Property that is owned by the Company or a Company Subsidiary comprises an improvement to any Intellectual Property that would give any third Person any rights to any such Intellectual Property, including, without limitation, rights to license any such Intellectual Property. The Company or a Company Subsidiary possesses adequate enforceable rights to use all Intellectual Property used in the conduct of the Business as currently conducted.

(r) Except as set forth in Section 4.1(r) of the Disclosure Letter, the Company has no knowledge of any pending or threatened, action, suit, proceeding or claim by others challenging the Company or any Company Subsidiary rights in or to any material Intellectual Property owned by the Company, and the Company has no knowledge of any facts which form a reasonable basis for any such claim; none of the Company or the Subsidiary has received any written notice or claim challenging its ownership or right to use any of the Intellectual Property.

(s) Except as set forth in Section 4.1(s) of the Disclosure Letter: to the Company's knowledge (i) the conduct of the Business (including, without limitation, the use or other exploitation of the Intellectual Property by the Company or a Company Subsidiary)

has not infringed, violated, misappropriated or otherwise conflicted with any intellectual property right of any third Person; and (ii) there is no pending or, threatened action, suit, proceeding or claim by any other person that the Company and/or a Company Subsidiary infringes or otherwise violates (or would infringe or otherwise violate upon commercialization of the Company or a Company Subsidiaries' products or services under development) any intellectual property right owned by any other Person, and the Company has no knowledge of any facts which form a reasonable basis for any such claim.

(t) To the extent that any of the Intellectual Property that is owned by the Company or any Company Subsidiary is licensed or disclosed to any other Person by the Company or a Company Subsidiary, the Company or a Company Subsidiary has entered into a valid and subsisting written agreement with any such Person which contains terms and conditions prohibiting the unauthorized use or transfer of such Intellectual Property by such Person. Other than such agreements that have expired in accordance with their respective terms, all such agreements are in full force and effect and, to the knowledge of the Company, none of the Company or, or a Company Subsidiary or, any other Person, is in default or breach, in any material respect, of its obligations thereunder.

(u) Except for the formal acceptance by the TSXV for the Delisting and the formal acceptance by the CSE of the Listing and the Stockholder approval (including Company Stockholder Approval) required in connection with the Merger, there are no third party consents required to be obtained in order for the Company to complete the Merger.

(v) To the knowledge of the Company, no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are, to the Company's knowledge, pending, contemplated or threatened by any Government Agency.

(w) Except for employment contracts entered into in the ordinary course of business there are no agreements with holders of Company Common Shares to which the Company is a party or any pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the securities of the Company.

(x) The Company is a not party to nor bound by any collectively bargained agreement and is not currently conducting negotiations with any labour union or employee association. To the knowledge of the Company, there are no outstanding labour disputes, (whether filed or lodged with the Company or any other person or organization), pending labour disruptions or pending unionization with respect to the Company or any Company Subsidiary.

(y) The Company and each Company Subsidiary is in material compliance with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages, including worker classification laws, and has not and is not engaged in any unfair labour practice and there has never been any material labour disruption.

(z) Except as set forth in Section 4.1(z) of the Disclosure Letter, neither the Company nor any Company Subsidiary has any agreements, plans or practices relating to the payment of any management, consulting, service or other fees or any bonuses, pensions, share of profits or retirement allowance, insurance, health or other employee benefits or any plan for retirement, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Company or any Company Subsidiary for the benefit of any current or former director, officer, employee or consultant of the Company or any Company Subsidiary (each an "**Employee Plans**"). The Company has made available to Sumtra the opportunity to review true and complete copies of documents, contracts and arrangements relating to the Employee Plans. The Employee Plans have been established, operated in the ordinary course and administered in all material respects in accordance with their terms and applicable Laws.

(aa) Other than, (i) employment agreements with its executive officers, (ii) certain customer contracts with the Company founding stockholders and entities controlled by them, (iii) as otherwise set forth in Section 4.1(aa) of the Disclosure Letter, none of the directors, officers or employees of the Company or, to the Company's knowledge, any associate or affiliate of any of the foregoing has any interest, direct or indirect, in any transaction with the Company that materially affects, or would reasonably be expected to materially affect, the Company, taken as a whole.

(bb) Other than as may be the case in respect of the MJAR Financings or as set forth in Section 4.1(bb) of the Disclosure Letter, no Person is acting or purporting to act at the request or on behalf of the Company that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated hereby.

(cc) Since December 31, 2017, there has not occurred a Material Adverse Effect with respect to the Company.

(dd) The Company and the Company Subsidiaries have conducted all transactions, negotiations, discussions and dealings in full compliance with the U.S. Foreign Corrupt Practices Act ("**FCPA**"), the U.S.- Anti-Kickback Act, the Canadian Corruptions of Public Officials Act ("**CCPOA**") , any other anti-bribery and anti-corruption laws of similar effect applicable in the jurisdiction where they are located or conduct business (collectively, the "**Anti-Corruption Laws**"). Neither the Company nor any Company Subsidiary has made any offer, payment, promise to pay or authorization of payment of money or anything of value to any government official, or any other person while having reasonable grounds to believe that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a government official, for the purpose of (i) assisting the parties in obtaining, retaining or directing business; (ii) influencing any act or decision of a government official in his or its official capacity; (iii) inducing a government official to do or omit to do any act in violation of his or its lawful duty, or to use his or its influence with a government or instrumentality thereof to affect or influence any act or decision of such government or department, agency, instrumentality or entity thereof; or (iv) securing any improper advantage. To the knowledge of the Company, there is no action, suit, or proceeding pending or

threatened by or before any Government Agency involving the Company or a Company Subsidiary with respect to Any Anti-Corruption Laws.

(ee) The operations of the Company and any Company Subsidiary are and have been conducted at all times in compliance with any applicable anti-money laundering or terrorism financing laws applicable in the jurisdictions where they are located or conducting business including, without limitation: (i) the Currency and Foreign Transactions Reporting Act of 1970 (31 U.S.C. 5311 et. seq., (the Bank Secrecy Act)), as amended by Title III of the USA PATRIOT Act; (ii) the Trading with the Enemy Act; and (iii) Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (66 Fed. Reg. 49079), any other enabling legislation, executive order or regulations issued pursuant or relating thereto (collectively, the "**Anti-Money Laundering Laws**"). To the knowledge of the Company, there is no action, suit, or proceeding pending or threatened by or before any Government Agency involving the Company or the Subsidiary with respect to any Anti-Money Laundering Laws.

(ff) Except as set forth in Section 4.1(ff) of the Disclosure Letter, neither the Company nor any Company Subsidiary hold any material permits, licenses, approvals, consents, orders, markings, certificates and like authorizations necessary for it to own, lease and license its property and assets and carry on the Business as now conducted and as presently proposed to be conducted, including, but not limited to, permits, licenses, approvals, consents, orders, certificates and like authorizations from Governmental Authorities (collectively, the "**Permits**"). All of the Company's Permits set forth in Section 4.1(ff) of the Disclosure Letter are valid and existing and in good standing and the Company does not anticipate any variations or difficulties in renewing such Permits and the Merger will not have any adverse impact on such Permits or require the Company to obtain any new license, permit, registration or qualification;

(gg) The Company or a Company Subsidiary is either the absolute legal and beneficial owner of, with good and marketable title to, or is the holder of a valid and enforceable leasehold interest in, all of the material property or assets required in connection with the Business as same is currently being carried on, in each case free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, other than those reflected or reserved against it in the Financial Statements or as disclosed by the applicable real property registers in respect of any real property owned or leased by the Company or a Company Subsidiary.

(hh) The Company is not an "investment company" pursuant to the United States Investment Company Act of 1940, as amended.

(ii) Upon completion of the Merger and the listing of the Resulting Issuer Common Shares on the CSE, assuming the accuracy of the representations and warranties made to the Company by various parties in connection with the Merger, the Resulting Issuer shall be a "foreign private issuer" as defined in Rule 3b-4 promulgated under the U.S. Securities Act.

(jj) The minute books and records of the Company made available to Sumtra in connection with the due diligence investigation of the Company for the period from the date of incorporation to the date hereof are all of the minute books of the Company and contain copies of all material proceedings (or certified copies thereof or drafts thereof

pending approval) of the Company Stockholders, the directors and all committees of directors of the Company to the date hereof and there have been no other material meetings, resolutions or proceedings of the Company Stockholders, directors or any committees of the directors of the Company to the date hereof not reflected in such minute books.

ARTICLE 5
SURVIVAL OF REPRESENTATIONS AND WARRANTIES

5.1 Survival of Representations and Warranties.

The representations and warranties made by the Parties and contained in this Agreement or in any Ancillary Agreement shall not survive the Closing.

ARTICLE 6
COVENANTS OF THE COMPANY

The Company hereby covenants and agrees with Sumtra as follows until the earlier of the Effective Date or the termination of this Agreement in accordance with its terms:

6.1 Necessary Consents.

The Company shall use its commercially reasonable efforts to obtain from the Company's directors, the Company Stockholders and all federal, state, provincial or other governmental or administrative bodies such approvals or consents as are required to complete the transactions contemplated herein.

6.2 Ordinary Course.

The Company will operate the Business in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice.

6.3 Non-Solicitation.

The Company hereby covenants and agrees until the Termination Date not to, directly or indirectly, solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Acquisition, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Acquisition, including, without limitation, allowing access to any third party (other than its representatives) to conduct due diligence, nor to permit any of the Company's officers or directors to do so, except as required by statutory obligations or in respect of which the Company's board of directors determines, in its good faith judgment, after receiving advice from its legal advisors, that failure to recommend such alternative transaction to the Company Stockholders would be a breach of its fiduciary duties under applicable law; provided that this section 6.3 shall only apply to a transaction pursuant to which the Company, any successor thereof or any resulting issuer following completion of the transactions contemplated by such transaction, would become a reporting issuer in any province or territory of Canada. In the event the Company or any of its

Affiliates, including any of their officers or directors, receives any form of offer or inquiry in respect of any of the foregoing, the Company shall forthwith (in any event within one (1) Business Day following receipt) notify Sumtra of such offer or inquiry and provide Sumtra with such details as it may reasonably request.

6.4 Restrictive Covenants.

(1) The Company hereby covenants and agrees until the earlier of the Closing Date and the Termination Date, to the extent such action would or would reasonably be expected to have a Material Adverse Change with respect to the Business not to, without Sumtra's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed):

(a) issue any debt, equity or other securities, except in connection with consideration payable pursuant to any acquisition agreement or any similar agreement, the exercise of any convertible securities issued and outstanding as of the date hereof or otherwise as contemplated herein or as otherwise disclosed to Sumtra in writing prior to the date hereof;

(b) alter or amend the Company's articles or by-laws in any manner, except as required to give effect to the matters contemplated herein;

(c) merge or consolidate with any Person, acquire any material assets, except for acquisitions of inventory, equipment and raw materials in the ordinary course of business;

(2) The Company hereby covenants and agrees until the earlier of the Closing Date and the Termination Date, to the extent such action would or would reasonably be expected to have a Material Adverse Change with respect to the Business not to, without first providing written notice to Sumtra:

(a) borrow money or incur any indebtedness for money borrowed;

(b) make loans, advances, or other payments, excluding salaries and bonuses at current rates and routine advances to employees of the Company or any Company Subsidiary for expenses incurred in the ordinary course or as contemplated pursuant to or in conjunction with the transactions contemplated herein;

(c) declare or pay any dividends or distribute any of the Company's properties or assets to stockholders;

(d) sell, lease, license, sublicense mortgage, pledge or otherwise encumber or subject to any lien or encumbrance, or otherwise dispose of or transfer or otherwise dispose of any of the Company or any Company Subsidiary's properties or assets, except as otherwise contemplated herein;

(e) except as otherwise permitted or contemplated herein, enter into any transaction or material contract which is not in the ordinary course of business or engage in any business enterprise or activity materially different from that carried on by the Company as of the date hereof;

(f) increase the compensation, in any form, for any director, officer, employee or consultant of the Company or take any action with respect to the amendment or grant

of any severance or termination pay policies for any director, officer, employee or consultant of the Company or any Company Subsidiary;

(g) make capital expenditures, other than in the ordinary course of business of the Company or any Company Subsidiary; or

(h) acquire any equity interests in, or otherwise make any investment in, any Person.

6.5 All Other Action.

The Company shall cooperate fully with Sumtra and will use all reasonable commercial efforts to assist Sumtra in its efforts to complete the Acquisition, unless such cooperation and efforts would subject the Company to liability or would be in breach of applicable statutory or regulatory requirements.

6.6 Securities Law Matters.

The Company shall obtain and provide to Sumtra prior to the Closing Date any evidence, which may, without limitation, include representation letters or certificates of the holders of securities of the Company, that Sumtra determines, acting reasonably, to be necessary in order to establish that the issuance of all securities of the Resulting Issuer contemplated hereunder to be issued in connection with the Merger or otherwise pursuant to this Agreement, shall be exempt from, or not subject to, the registration requirements of the U.S. Securities Act, and all applicable Laws.

ARTICLE 7
COVENANTS OF SUMTRA

Sumtra hereby covenants and agrees with the Company as follows until the earlier of the Effective Date or the termination of this Agreement in accordance with its terms:

7.1 Necessary Consents.

Sumtra shall use its commercially reasonable efforts to obtain from Sumtra's directors, shareholders, the TSXV, the CSE and all other Government Agencies such approvals or consents as are required to complete the transactions contemplated herein and the Listing.

7.2 Ordinary Course.

Sumtra will operate its business in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice.

7.3 Non-Solicitation.

Sumtra hereby covenants and agrees until the Termination Date not to, directly or indirectly, solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Acquisition, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or

otherwise, within the meaning of the *Securities Act* (Ontario), for securities of Sumtra, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Acquisition, including, without limitation, allowing access to any third party (other than its representatives) to conduct due diligence, nor to permit any of its officers or directors to do so, except as required by statutory obligations or in respect of which the Sumtra board of directors determines, in its good faith judgment, after receiving advice from its legal advisors, that failure to recommend such alternative transaction to the Sumtra shareholders would be a breach of its fiduciary duties under applicable Law. In the event Sumtra or any of its Affiliates, including any of their officers or directors, receives any form of offer or inquiry in respect of any of the foregoing, Sumtra shall forthwith (in any event within one (1) Business Day following receipt) notify the Company of such offer or inquiry and provide the Company with such details as it may reasonably request.

7.4 Restrictive Covenants.

Sumtra hereby covenants and agrees until the earlier of the Closing Date and the Termination Date, to the extent such action would or would reasonably be expected to have a Material Adverse Change with respect to Sumtra not to, without the Company's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed):

(a) issue any debt, equity or other securities, except in connection with any outstanding options or the transactions contemplated herein;

(b) borrow money or incur any indebtedness for money borrowed;

(c) make any loans, advances or other payments other than payment of professional fees or expenses in connection with or ancillary to the transactions contemplated herein;

(d) declare or pay any dividends or distribute any of Sumtra's properties or assets to shareholders or otherwise;

(e) alter or amend Sumtra's notice of articles or articles in any manner which may adversely affect the success of the transactions contemplated herein, except as required to give effect to the matters contemplated herein;

(f) except as otherwise permitted or contemplated herein, enter into any transaction or material contract which is not in the ordinary course of business or engage in any business enterprise or activity materially different from that carried on by Sumtra as of the date hereof.

(g) merge or consolidate with any Person, acquire any material assets, except for acquisitions of inventory, equipment and raw materials in the ordinary course of business, or acquire any equity interests in, or otherwise make any investment in, any Person;

(h) provide any guarantee in respect of the obligations of any person;

(i) increase the compensation, in any form, for any director, officer, employee or consultant of Sumtra, provided that the entering into of customary indemnity agreements with the directors of Sumtra, in a form acceptable to the Company acting reasonably, shall not be considered an increase in compensation for these purposes;

(j) incur any expense in excess of C$5,000 individually or in the aggregate, other than incurred in connection with the Transaction; or

(k) agree to do any of the foregoing.

7.5 All Other Action.

Sumtra shall cooperate fully with the Company and will use all reasonable commercial efforts to assist the Company in its efforts to complete the Acquisition, unless such co-operation and efforts would subject Sumtra to liability or would be in breach of applicable statutory or regulatory requirements.

7.6 Subco.

Subco shall be validly subsisting and in good standing under the DGCL immediately prior to the Merger. Sumtra covenants and agrees that Subco shall not carry on any business, shall not enter into any contracts, agreements, commitments, indentures or other instruments prior to the Closing Date other than as required to effect the Merger and shall be debt free as of the time of the Merger.

ARTICLE 8
CONDITIONS PRECEDENT

8.1 Conditions for the Benefit of Sumtra.

The transactions contemplated herein are subject to the following conditions to be fulfilled or performed on or prior to the Closing Date, which conditions are for the exclusive benefit of Sumtra and may be waived, in whole or in part, by Sumtra in its sole discretion:

(a) **Truth of Representations and Warranties.** The representations and warranties of the Company contained in this Agreement or in any Ancillary Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date in all material respects (other than those representations and warranties which are qualified by materiality and in which case shall be true and correct in all respects) with the same force and effect as if such representations and warranties had been made on and as of such Closing Date except as affected by transactions contemplated or permitted by this Agreement and an officer of the Company shall provide a certificate addressed to Sumtra at Closing confirming the foregoing.

(b) **Performance of Obligations.** The Company shall have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement and in any Ancillary Agreement to be fulfilled or complied with by the Company at or prior to the Closing Date.

(c) **Approvals and Consents.** All required approvals, consents and authorizations of third parties in respect of the transactions contemplated herein, including without limitation all necessary stockholder and regulatory approvals, shall have been obtained on terms acceptable to Sumtra acting reasonably, including the approval of the TSXV for the Delisting and the approval of the CSE for the Listing, the approval of the Sumtra Meeting Matters by the shareholders of Sumtra and the Company Stockholder Approval of the Merger. This Agreement shall have been duly adopted by the Requisite Company Vote.

(d) **No Material Adverse Change.** There shall have been no Material Adverse Change in the business, results of operations, assets, liabilities, financial condition or affairs of the Company since December 31, 2017.

(e) **MJAR Financings.** The MJAR Financings shall have been completed.

(f) **Deliveries.** The Company shall deliver or cause to be delivered to Sumtra the closing documents as set forth in Section 9.2 in a form satisfactory to Sumtra, acting reasonably.

(g) **Proceedings.** All proceedings to be taken in connection with the transactions contemplated in this Agreement and any Ancillary Agreement shall be satisfactory in form and substance to Sumtra, acting reasonably, and Sumtra shall have received copies of all instruments and other evidence as it may reasonably request in order to establish the consummation or closing of such transactions and the taking of all necessary proceedings in connection therewith.

(h) **No Legal Action or Prohibition of Law.** There shall be no action or proceeding pending or threatened by any Person in any jurisdiction, or any applicable Laws proposed, enacted, promulgated or applied, to enjoin, restrict or prohibit any of the transactions contemplated by this Agreement or which could reasonably be expected to result in a Material Adverse Effect on the Company.

8.2 Conditions for the Benefit of the Company.

The transactions contemplated herein are subject to the following conditions to be fulfilled or performed on or prior to the Closing Date, which conditions are for the exclusive benefit of the Company and may be waived, in whole or in part, by the Company in its sole discretion:

(a) **Truth of Representations and Warranties.** The representations and warranties of Sumtra contained in this Agreement or in any Ancillary Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date in all material respects (other than those representations and warranties which are qualified by materiality and in which case shall be true and correct in all respects) with the same force and effect as if such representations and warranties had been made on and as of such Closing Date except as affected by transactions contemplated or permitted by this Agreement and an officer of Sumtra shall provide a certificate to the Company at Closing confirming the foregoing.

(b) **Performance of Obligations.** Sumtra shall have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement and in any Ancillary Agreement to be fulfilled or complied with by Sumtra at or prior to the Closing Date.

(c) **No Material Adverse Change.** There shall have been no Material Adverse Change relating to Sumtra since August 31, 2017 other than a reduction of its cash position in order to pay ongoing operating expenses and professional fees or other expenses in connection with the Merger.

(d) **Approvals and Consents.** All required approvals, consents and authorizations of third parties in respect of the transactions contemplated herein, including without limitation all necessary stockholder and regulatory approvals, shall have been obtained on terms acceptable to the Company acting reasonably, including approval by the TSXV for the Delisting, and approval of the Sumtra Meeting Matters by the shareholders of Sumtra and the Company Stockholder Approval of the Merger. Sumtra shall have effected the Name Change, Sumtra Consolidation and Share Amendment on terms satisfactory to the Company.

(e) **Issuance.** The Resulting Issuer Common Shares and the Resulting Issuer Proportionate Voting Shares that are issued as consideration for the Company Common Shares (i) shall be issued as fully paid and non- assessable Resulting Issuer Shares, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature; (ii) shall be freely tradable in Canada under Applicable Securities Laws (subject to restrictions under National Instrument 45-102 - *Resale of Securities*) except those restrictions imposed pursuant to escrow requirements of the CSE or Applicable Securities Laws; and (iii) with respect to the Resulting Issuer Common Shares, [as well as the Resulting Issuer Common Shares issuable upon conversion of the Resulting Issuer Proportionate Voting Shares, upon exercise of Resulting Issuer Warrants and Resulting Issuer Options, and on settlement of the Resulting Issuer RSUs], shall have been conditionally approved for listing on the CSE, as applicable, such listing to be conditional only on conditions standard for transactions such as the transactions contemplated herein.

(f) **MJAR Financings.** The MJAR Financings shall have been completed.

(g) **Deliveries.** Sumtra shall deliver or cause to be delivered to the Company Sumtra's Closing Documents as set forth in Section 9.3 in a form satisfactory to the Company, acting reasonably.

(h) **Proceedings.** All proceedings to be taken in connection with the transactions contemplated in this Agreement and any Ancillary Agreement shall be satisfactory in form and substance to the Company, acting reasonably, and the Company shall have received copies of all instruments and other evidence as it may reasonably request in order to establish the consummation or closing of such transactions and the taking of all necessary proceedings in connection therewith.

(i) **No Legal Action or Prohibition of Law.** There shall be no action or proceeding pending or threatened by any Person in any jurisdiction, or any applicable Laws proposed, enacted, promulgated or applied, to enjoin, restrict or prohibit any of the transactions contemplated by this Agreement or which could reasonably be expected to result in a Material Adverse Effect on Sumtra. There shall be no inquiry or investigation (whether formal or informal) in relation to Sumtra or its directors or officers, commenced or threatened by any officer or official of the TSXV, or any securities commission, or similar regulatory body having jurisdiction.

(j) **Cash Balance.** Immediately prior to Closing, Sumtra shall have a minimum cash balance of $100,000 or lower amount acceptable to the Company where such lower amounts resulted from expenses incurred by Sumtra in connection with the Merger and such expenses were approved by the Company in advance.

(k) **Certain Liabilities and Commitments**. Sumtra shall not have incurred or otherwise accepted liability for any contractual obligation, liability or expense out of the ordinary course of its business, which for these purposes shall include any contractual obligation, liability or expense in excess of C$5,000, other than a contractual obligation, liability or expense of Sumtra related to the Merger.

(l) **Debts to Insiders.** There shall be no debts or amounts owing by Sumtra to any of its officers, former officers, directors, shareholders, employees, former employees, consultants or any family member thereof or any person with whom Sumtra does not deal with at arm's length, except for any amounts advanced to such person for expenses incurred on behalf of Sumtra in the ordinary course or approved by the Company.

(m) **Contracts.** Prior to Closing all management, consulting, lease and rental contracts to which Sumtra is a party will have been terminated without any further payment or liability by Sumtra, and all directors and officers of Sumtra shall have executed and delivered resignations and mutual releases (to be effective immediately following Closing) in form and substance acceptable to the Company, acting reasonably, and no termination rights, payments or other fees shall be triggered or payable to any such directors or officers in connection with such resignations as a result of the Merger, the Acquisition or otherwise.

(n) **No Default.** Sumtra shall not be in default of the requirements of the TSXV, the CSE and any securities commission and no order shall have been issued preventing the Merger or the trading of any securities of Sumtra.

ARTICLE 9
CLOSING

9.1 Time of Closing.

The Closing of the transactions contemplated herein shall be completed at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario effective at 12:01 a.m. (EST) on the Closing Date.

9.2 Company Closing Documents.

On or prior to the Closing Date, the Company shall deliver to Sumtra the following documents:

(a) a certificate, duly executed by an authorized officer of the Company, certifying that attached thereto are true and complete copies of the resolutions of the directors and Stockholders (if required) of the Company approving and authorizing the transactions herein contemplated and the Company bylaws; and

(b) a certified copy of the certificate of incorporation of the Company and a certificate of good standing of the Company issued by the Secretary of State of the State of Delaware issued not more than ten (10) days prior to the Closing Date.

9.3 Sumtra's Closing Documents.

On or prior to the Closing Date, Sumtra shall deliver to the Company the following documents:

(a) certificates in the respective names of the holders or, if permitted pursuant to Section 2.5 hereof, confirmation of electronic registration of the Resulting Issuer Shares issuable to such holders of Company Common Shares pursuant to the Merger (such certificates or electronic registration to be registered and prepared in accordance with a written direction to be provided by the Company at least two Business Days prior to Closing, and shall bear any legends required by the U.S. Securities Act or other applicable securities laws);

(b) certificates in the respective names of the holders of the Resulting Issuer Warrants issuable to such holders of the Company Warrants pursuant to the Merger (such certificates or option agreements to be prepared in accordance with a written direction to be provided by the Company prior to Closing);

(c) copies of the list of defaulting issuers (or equivalent) published by the Alberta, British Columbia, Ontario and Nova Scotia securities commissions showing that Sumtra does not appear on a list of defaulting reporting issuers maintained by each such securities commission;

(d) a certified copy of the resolutions of the directors of Sumtra and Subco, and of Sumtra as the sole stockholder of Subco approving and authorizing the transactions herein contemplated and a certified copy of the resolutions of the Sumtra Common Shareholders approving the Sumtra Meeting Matters;

(e) a certified copy of the constating documents of Sumtra including the articles of amendment of Sumtra to affect the Consolidation, Share Amendment and Name Change;

(f) a certified copy of the certificate of incorporation of Subco and a certificate of good standing of Subco issued by the Secretary of State of the State of Delaware issued not more than ten (10) days prior to the Closing Date;

(g) written resignations and releases of the current officers and directors of Sumtra;

(h) conditional acceptance of the TSXV of the Delisting; and

(i) conditional acceptance of the CSE of the Listing of that number of the Resulting Issuer Common Shares equal to the number of Resulting Issuer Common Shares issued and outstanding or reserved for issuance pursuant to the exercise or settlement, as applicable, of Resulting Issuer Proportionate Voting Shares, Resulting Issuer Warrants, Resulting Issuer Options and Resulting Issuer RSUs to be issued hereunder.

ARTICLE 10
TERMINATION

10.1 Termination.

This Agreement may be terminated as follows (the first to occur of any of the following events referred to as the "**Termination Date**"):

(a) by mutual written agreement of the Parties to terminate this Agreement;

(b) by either the Company or Sumtra:

(i) on account of any applicable regulatory or Government Agency having notified in writing either Sumtra or the Company of its determination to not permit the Merger to proceed, in whole or in part, and the Parties have used commercially reasonable efforts to appeal or reverse such determination, or modify the Merger on a basis that is not prejudicial to either party hereto in order to address such determination;

(ii) if the approval of the Sumtra Common Shareholders of the Sumtra Meeting Matters is not obtained at the Sumtra Meeting, provided that a Party may not terminate this Agreement pursuant to this Section 10.1(b)(ii) if the failure to obtain the approval of the Sumtra Common Shareholders has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement; or

(iii) the Closing of the Merger has not occurred on or before 5:00 p.m. (Toronto time) on November 30, 2018 (the "**Outside Date**"), provided that a Party may not terminate this Agreement pursuant to this Section 10.1(b)(iii) if the failure of the closing of the Merger to occur prior to the Outside Date has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement; or

(c) by Sumtra if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company under this Agreement occurs that would cause any condition in Section 8.1(a) or Section 8.1(b) not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date; provided that Sumtra is not then in breach of this Agreement so as to cause any condition in Section 8.1(a) or Section 8.1(b) not to be satisfied; or

(d) by the Company if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Sumtra under this Agreement occurs that would cause any condition in Section 8.2(a) or Section 8.2(b) not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date; provided that the Company is not then in breach of this Agreement so as to cause any condition in Section 8.2(a) or Section 8.2(b) not to be satisfied.

10.2 Effect of Termination.

(a) Upon termination of this Agreement pursuant to section 10.1, the Parties shall have no further obligations to each other, other than in respect of the expense provisions contained in Section 11.8 and the confidentiality provisions contained in Section 11.1.

(b) Each Party's right of termination under this Article 10 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in Article 10 shall limit or affect any other rights or causes of action any Party may have with respect to the representations, warranties, covenants and indemnities in its favor contained in this Agreement.

ARTICLE 11
GENERAL

11.1 Confidential Information.

No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by Sumtra or the Company or its representatives without the prior agreement of the other party as to timing, content and method, hereto, provided that the obligations herein will not prevent any party from making, after consultation with the other party, such disclosure as its counsel advises is required by applicable law or the rules and policies of the TSXV or the CSE, as applicable.

Except as and only to the extent required by applicable law, a Receiving Party will not disclose or use, and it will cause its representatives not to disclose or use, any Confidential Information furnished, or to be furnished, by a Disclosing Party or its representatives to the Receiving Party or its representatives at any time or in any manner other than for purposes of evaluating and completing the transactions proposed in this Agreement.

If this Agreement is terminated, each Receiving Party will promptly return to the Disclosing Party or destroy any Confidential Information and any work product produced from such Confidential Information in its possession or in the possession of any of its representatives.

11.2 Counterparts.

This Agreement may be executed in several counterparts (by original or facsimile signature), each of which when so executed shall be deemed to be an original and each of such counterparts, if executed by each of the Parties, shall constitute a valid and enforceable agreement among the Parties.

11.3 Severability.

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

11.4 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflict of law principles therein.

11.5 Knowledge.

Any representation or warranty contained in this Agreement that is expressly qualified by reference to the knowledge of Sumtra or the Company, as applicable, means the actual knowledge after having made due inquiry of the executive officers of the particular company.

11.6 Successors and Assigns.

This Agreement shall accrue to the benefit of and be binding upon each of the Parties hereto and their respective heirs, executors, administrators and assigns, provided that this Agreement shall not be assigned by any one of the Parties without the prior written consent of the other Parties.

11.7 Interpretation.

The division of this Agreement into Articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Schedules and other documents attached or referred to in this Agreement are an integral part of this Agreement.

11.8 Expenses.

(1) Each of the Parties hereto shall be responsible for its own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date hereof and all legal and accounting fees and disbursements relating to preparing this Agreement or any Ancillary Agreement or otherwise relating to the transactions contemplated herein ("**Costs and Expenses**"); provided, however (and for greater certainty), the Company shall be responsible for paying all costs and fees payable to (i) the TSXV in connection with the Delisting, and (ii) the CSE in connection with their review of the proposed Merger (including the review of the personal information forms to be submitted by the proposed executive officers and directors of the Resulting Issuer following completion of the Merger) and all listing fees in connection with any securities issued pursuant to the Merger and the Listing.

(2) Notwithstanding Section 11.8(1), in the event that this Agreement is terminated, other than a termination by the Company pursuant to Section 10.1(b)(ii) or Section 10.1(d), the Company shall pay Sumtra the sum of $200,000 as reimbursement for its Costs and Expenses, which sum the parties agree represents a good faith estimate of the Costs and Expenses of Sumtra in connection with the Acquisition and the other transactions contemplated herein.

11.9 Further Assurances.

Each of the Parties hereto will, without further consideration, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such other documents, instruments of transfer, conveyance, assignment and assurances and secure all necessary consents and authorizations as may be reasonably requested by another party and take such further action as the other may reasonably require to give effect to any matter provided for herein.

11.10 Entire Agreement.

This Agreement and the schedules referred to herein constitute the entire agreement among the Parties hereto and supersede all prior communications, agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof, including the letter of intent of the Parties dated November 23, 2017, as amended. None of the Parties hereto shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement or in the schedules, documents and instruments to be delivered on the Closing Date pursuant to this Agreement. The Parties hereto further acknowledge and agree that, in entering into this Agreement and in delivering the schedules, documents and instruments to be delivered on the Closing Date, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement or in such schedules, documents or instruments.

11.11 Notices.

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent prepaid courier service or mail, or (iii) sent by e-mail or other similar means of electronic communication addressed as follows:

in the case of notice to Sumtra or Subco:

Sumtra Diversified Inc.
181 University Avenue, Suite 800
Toronto, Ontario
M5H 2X7

Attention:
Email:

with copies to:

Dentons Canada LLP
77 King Street West, Suite 400
Toronto, Ontario
M5K 0A1

Attention: Eric Foster
Email: eric.foster@dentons.com

in the case of notice to the Company:

MJAR Holdings Corp.
3461 Ringsby Court, Suite 350
Denver, Colorado
80216

Attention: Rishi Guatam, Chief Executive Officer
Art Brown, Senior Advisor
Email: rishi.gautam@mjardin.com
art.brown@mjardin.com

with copies to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario
M5L 1B9

Attention: Brian Pukier, Partner
Email: bpukier@stikeman.com

and to:

Foley & Lardner LLP
111 Huntington Avenue, Suite 2500
Boston, Massachusetts
02199-7610

Attention: Ronald Eppen, Esq.
Email: reppen@foley.com

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

(a) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;

(b) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the fourth Business Day following the date of mailing, unless at any time between the date of mailing and the fourth Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service, and

(c) if sent by facsimile or other means of electronic communication, be deemed to have been given, sent, delivered and received on the Business Day of the sending if sent during normal business hours (otherwise on the following Business Day).

11.12 Waiver.

Any Party hereto which is entitled to the benefits of this Agreement may, and has the right to, waive any term or condition hereof at any time on or prior to the Closing Date, provided however that such waiver shall be evidenced by written instrument duly executed on behalf of such Party.

11.13 Amendments.

No modification or amendment to this Agreement may be made unless agreed to by the Parties hereto in writing.

11.14 Remedies Cumulative.

The rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

11.15 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in the lawful money of Canada.

11.16 Number and Gender.

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

(a) words in the singular number include the plural and such words shall be construed as if the plural had been used;

(b) words in the plural include the singular and such words shall be construed as if the singular had been used; and

(c) words importing the use of any gender shall include all genders where the context or the Party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

11.17 Time of Essence.

Time shall be of the essence hereof.

[The remainder of this page is intentionally left blank]

Annex B

Stockholder Consent

[See attached].

MJAR HOLDINGS CORP.

ACTION BY WRITTEN CONSENT
OF THE STOCKHOLDERS

As of November __, 2018

The undersigned, constituting a majority of the stockholders (the "**Stockholders**") of MJAR Holdings Corp. (the "**Company**"), acting pursuant to the authority conferred upon them by the Delaware General Corporation Law and the bylaws of the Company, hereby consent in writing to the adoption of the following resolutions, effective as of the date first written above.

Approval of the Merger Agreement

WHEREAS, Sumtra Diversified Inc., a company incorporated pursuant to the Business Corporations Act (Ontario) ("**Sumtra**") and Sumtra Diversified (USA) Inc., a Delaware corporation and wholly-owned subsidiary of Sumtra (the "**Merger Sub**"), have negotiated a Merger Agreement and Plan of Reorganization in substantially the form attached hereto as Exhibit A (the "**Merger Agreement**") with the Company, pursuant to which Sumtra, Merger Sub and the Company intend to effect a merger of Merger Sub with an into the Company (the "**Merger**"), so that upon consummation of the Merger, Merger Sub will cease to exist, and the Company will become a wholly owned subsidiary of Sumtra with the Company surviving the Merger; and

WHEREAS, the Board of Directors of the Company (the "**Board**") authorized, adopted and approved the Merger, the Merger Agreement, and the other agreements and transactions contemplated therein and thereby at a meeting of the Board held by telephonic meeting on July 18, 2018, and recommended that the Stockholders approve and adopt the Merger, the Merger Agreement, and the other agreements and transactions contemplated therein and thereby.

NOW, THEREFORE, BE IT:

RESOLVED: That the Merger Agreement, the Merger and any other agreements, transactions and instruments contemplated therein and thereby be, and the same hereby are, authorized, confirmed and approved, with such additional changes as the President, Chief Executive Officer, Chief Financial Officer and/or Secretary of the Company (each, an "**Authorized Officer**", and collectively, the "**Authorized Officers**") may consider necessary or advisable to effectuate the purposes thereof.

RESOLVED: That the Authorized Officers be, and each hereby is, authorized and directed to take all such action as may be reasonably necessary to execute the Merger Agreement and the delivery and performance of the Merger Agreement by the Company and the consummation of the Merger and the other transactions contemplated in the Merger Agreement, including, without limitation, the filing of a Certificate of Merger with the Secretary of State of the State of Delaware.

General

RESOLVED: That the Authorized Officers be, and each of them hereby is, authorized, empowered and directed to do all other things and acts, to prepare, execute and deliver all other instruments, agreements, documents and certificates and to pay all costs, fees and taxes as may be, in their sole judgment, necessary, proper or advisable to carry out and comply with the purposes and intent of the foregoing resolutions.

RESOLVED: That all actions heretofore taken by any Authorized Officer in connection with any matters referred to in any of the foregoing resolutions are hereby approved, ratified and confirmed in all respects as fully as if such actions had been presented to the Board for its approval prior to such actions being taken.

RESOLVED: That this Action by Written Consent of the Stockholders may be executed by electronic transmission, and in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent of the Stockholders as of the date first above written.

STOCKHOLDERS:

_____

(Print Name of Stockholder – if entity, print entity name; if individual, print your name)

Sign:_____

If entity, please print the following:

Name of Person Signing:_____

Title of Person Signing:_____

EXHIBIT A

Merger Agreement

[See attached]

Annex C

Letter of Transmittal

[See attached].

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED. THIS LETTER OF TRANSMITTAL IS FOR USE IN EXCHANGING ANY AND ALL OF THE ISSUED AND OUTSTANDING COMMON SHARES OF MJAR HOLDINGS CORP. FOR SHARES OF SUMTRA DIVERSIFIED INC., WHICH SHALL BE RENAMED AS "MJARDIN GROUP, INC."

LETTER OF TRANSMITTAL AND ELECTION FORM

for Deposits of Shares of

MJAR HOLDINGS CORP.

pursuant to the Merger Agreement and Plan of Reorganization dated September 7, 2018 among

MJAR HOLDINGS CORP.,

SUMTRA DIVERSIFIED INC.

and

SUMTRA DIVERSIFIED (USA) INC.

THE PVS ELECTION WILL BE OPEN FOR ACCEPTANCE UNTIL 8:00 P.M. (TORONTO TIME) ON NOVEMBER 5, 2018, UNLESS EXTENDED (THE "EXPIRY TIME").

This Letter of Transmittal and Election Form (the "**Letter of Transmittal**") or a manually executed facsimile copy thereof, properly completed and duly executed in accordance with the instructions set out herein, together with all other required documents, must accompany the certificates representing the common shares (the "**MJAR Shares**"), of MJAR Holdings Corp., a Delaware corporation (the "**Company**"), deposited pursuant to the Merger Agreement and Plan of Reorganization (as it may be amended from time to time, the "**Agreement**") dated September 7, 2018 by and between the Company, Sumtra Diversified Inc., a company incorporated pursuant to the Business Corporations Act (Ontario) ("**Sumtra**"), and Sumtra Diversified (USA) Inc., a Delaware corporation and wholly owned subsidiary of Sumtra ("**Subco**"), in exchange for either common shares ("**Resulting Issuer Common Shares**") or, if you are a U.S. Shareholder (defined below) and you select the PVS Alternative (defined below), proportionate voting shares ("**Proportionate Voting Shares**" and, together with the Resulting Issuer Common Shares, the "**Resulting Issuer Shares**") of Sumtra, a publicly-listed Canadian company on the Canadian Securities Exchange ("**CSE**"), which, after receiving the requisite approval of Sumtra's shareholders, will change its name to "MJardin Group, Inc." (the "**Resulting Issuer**"). The RTO Transaction will not become effective until receipt of the requisite shareholder approval, the satisfaction of certain closing conditions, the approval by the CSE of the Listing Statement and the filing of a certificate of merger pursuant to Section 251 of the Delaware General Corporation Law ("**DGCL**") (or such later time set forth in the certificate of merger) (the time of such filing or such later time, the "**Effective Time**").

The terms and conditions of the Agreement are incorporated by reference into this Letter of Transmittal. Capitalized terms used but not defined in this Letter of Transmittal shall have the meanings ascribed to them in the Agreement.

In order to receive the Resulting Issuer Shares to which each shareholder of the Company (the "**Shareholders**") is entitled pursuant to the RTO Agreement, each Shareholder must forward by personal delivery or by registered mail a properly completed Letter of Transmittal accompanied by the share certificate(s) representing their existing MJAR Shares to Odyssey Trust Company ("**Odyssey**" or the "**Depositary**"). It is recommended that Shareholders complete, sign and return this Letter of Transmittal, with any accompanying certificate(s) representing their existing MJAR Shares to the Depositary as soon as practicable following receipt of such Letter of Transmittal.

The Depositary or your broker or other financial advisor can assist you in completing this Letter of Transmittal (see back page of this Letter of Transmittal for addresses and telephone numbers). Shareholders whose MJAR Shares are registered in the name of an investment advisor, stockbroker, bank, trust company or other nominee should contact such nominee prior to delivering their certificates.

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ON THE BACK PAGE WILL <u>NOT</u> CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY. YOU MUST SIGN THE LETTER OF TRANSMITTAL IN THE APPROPRIATE SPACE PROVIDED BELOW AND IF YOU ARE A U.S. SHAREHOLDER, YOU MUST ALSO COMPLETE BOX 2 – THE PROPORTIONATE VOTING SHARES ELECTION AND THE U.S. ACCREDITED INVESTOR CERTIFICATE INCLUDED HEREIN.

Please read carefully the Instructions set forth below before completing this Letter of Transmittal.

TO: **SUMTRA DIVERSIFIED INC.**
AND TO: **MJAR HOLDINGS CORP.**
AND TO: **ODYSSEY TRUST COMPANY, as Depositary**

In connection with the RTO Agreement, the undersigned delivers to you the enclosed certificate(s) representing the MJAR Shares. The following are the details of the MJAR Shares and the enclosed certificate(s):

BOX 1 – FOR ALL SHAREHOLDERS		
DESCRIPTION OF SHARES DEPOSITED (Please print or type. If space is insufficient, please attach a list in the form below)		
Certificate Number(s)	**Name in which Registered** (Please fill in exactly as name(s) appear(s) on certificate(s))	**Number of Shares Represented by Certificate**
	TOTAL:	

BOX 2 – FOR U.S. SHAREHOLDERS ONLY

PROPORTIONATE VOTING SHARES ELECTION

A. Under the RTO Agreement, the undersigned hereby elects to receive one of the following forms of consideration for the amount of deposited MJAR Shares represented by the certificate(s) listed in Box 1 above. U.S. Shareholders (defined below) may elect to receive either the PVS Alternative **OR** the Common Alternative as to all or a portion of their MJAR Shares. A "**U.S. Shareholder**" is any shareholder that is a United States person for United States federal income tax purposes.

☐ **0.001 Proportionate Voting Shares of the Resulting Issuer for each MJAR Share deposited (the "PVS Alternative")**

OR

☐ **1 Resulting Issuer Common Share for each MJAR Share deposited (the "Common Alternative")**

B. U.S. Shareholders may elect the PVS Alternative as to all or only a portion of their MJAR Shares. U.S. Shareholders that are electing the PVS Alternative as to **LESS THAN ALL** of the deposited MJAR Shares represented by the certificate(s) in Box 1 should complete the information below. If you do not complete the following blank, you will be presumed to have elected the PVS Alternative as to all of the deposited MJAR Shares represented by the certificate(s) in Box 1.

_____ MJAR Shares deposited pursuant to the PVS Alternative

Proportionate Voting Shares are Class A proportionate voting shares of the Resulting Issuer. The holders of Proportionate Voting Shares are entitled to the rights and privileges as specifically described in the section of the Information Statement titled "The Proportionate Voting Shares Election." In brief, the holders of Proportionate Voting Shares are entitled to receive notice of and to attend and vote at all meetings of the holders of the Resulting Issuer Common Shares. In addition, the holders of Proportionate Voting Shares each have a right to convert into 1,000 Resulting Issuer Common Shares without payment of additional consideration.

Any U.S. Shareholder who fails to complete this Letter of Transmittal electing the PVS Alternative by November 5, 2018 or who does not properly elect either the PVS Alternative or the Common Alternative in this Letter of Transmittal with respect to any MJAR Shares deposited by such U.S. Shareholder pursuant to the RTO Agreement will be deemed to have elected the PVS Alternative. Any PVS Alternative elected by a Canadian Shareholder will be disregarded.

It is understood that, upon receipt of the certificate(s), representing the MJAR Shares deposited herewith (the "**Deposited Shares**"), this Letter of Transmittal, duly completed and signed, and all other required documents, the Depositary will deliver Direct Registration System advice(s) ("**DRS Advice(s)**") representing the Resulting Issuer Shares that the undersigned is entitled to receive under the RTO Agreement or hold such Resulting Issuer Shares for pick-up in accordance with the instructions set out below, and the certificate(s), representing the Deposited Shares will forthwith be cancelled.

The undersigned acknowledges receipt of the accompanying Confidential Information Statement, dated October 31, 2018 (the "**Information Statement**").

The undersigned delivers to you the enclosed certificate(s), representing Deposited Shares and irrevocably makes the election as set forth in Box 2, if applicable, for and in respect of those Deposited Shares that are being deposited under the RTO Agreement as indicated under the heading "Description of Shares Deposited" set out above in this Letter of Transmittal and, on and subject to the terms and conditions of the RTO Agreement, deposits, sells, assigns and transfers to Sumtra, effective from and after the date that Sumtra takes up such Deposited Shares, all right, title and interest in and to the Deposited Shares, including any and all rights and benefits arising from the Deposited Shares, including, without limitation, any and all dividends, distributions, payments, securities, property or other interests which may be declared, paid, accrued, issued, distributed, made or transferred on or in respect of the Deposited Shares or any of them on and after the date of the RTO Agreement.

The undersigned represents, warrants, covenants, acknowledges and agrees in favor of Sumtra that: (i) the undersigned is the registered holder of the Deposited Shares; (ii) such Deposited Shares are owned by the undersigned free and clear of all liens, charges, and encumbrances; (iii) the undersigned has full power and authority to execute and deliver this Letter of Transmittal and to deposit and deliver the Deposited Shares for cancellation and exchange for Resulting Issuer Shares pursuant to the RTO Agreement and that none of Sumtra, or any successor thereto will be subject to any adverse claim in respect of the deposit of such Deposited Shares; (iv) the surrender of the Deposited Shares complies with all applicable laws; (v) all information inserted by the undersigned into this Letter of Transmittal is complete, true and accurate; (vi) the issuance and delivery of the appropriate number of Resulting Issuer Shares in accordance with the instructions set out below and the information contained in the RTO Agreement will completely discharge any and all obligations of the Company, Sumtra and the Depositary with respect to the matters contemplated by this Letter of Transmittal; and (vii) unless the RTO Transaction is not implemented, the deposit of Deposited Shares pursuant to this Letter of Transmittal is irrevocable.

The undersigned agrees that if, on or after the date of the RTO Agreement, the Company should divide, combine or otherwise change any of the MJAR Shares or its capitalization, or disclose that it has taken or intends to take any such action, Sumtra may, in its sole discretion, make such adjustments as it considers appropriate to the offered consideration (including, without limitation, the type of securities offered to be purchased and the amounts payable therefor) to reflect that division, combination or other change.

The undersigned irrevocably approves, constitutes and appoints Sumtra and any other person designated by Sumtra and the Company in writing as the true and lawful agent, attorney, attorney-in-fact and proxy of the undersigned with respect to (i) the Deposited Shares, effective from and after the Effective Time, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), in the name of and on behalf of such Shareholder: (a) to register or record the transfer and/or cancellation of such Deposited Shares consisting of securities on the appropriate register maintained by the Company its transfer agent; (b) for so long as any Deposited Shares are registered or recorded in the name of such Shareholder, to exercise any and all rights of such Shareholder including, without limitation, to vote any or all Deposited Shares, to execute and deliver any and all instruments of proxy, authorizations or consents in form and on terms satisfactory to Sumtra and the Company in respect of any or all Deposited Securities and Distributions, to revoke any such instrument, authorization or consent given prior to or after the Effective Time, to designate in such instrument, authorization or consent and/or designate in any such instruments of proxy any person or persons as the proxy of such Shareholder in respect of the Deposited Shares for all purposes including, without limitation, in connection with any meeting or meetings (whether annual, special or otherwise, or any adjournment thereof) of holders of securities of the Company or any other issuer, as applicable; and (c) to exercise any other rights of a holder of Deposited Shares with respect to such Deposited Shares;

The undersigned revokes any and all other authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, previously conferred or agreed to be conferred by the undersigned at any time with respect to the Deposited Shares and agrees that no subsequent authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise will be granted with respect to the Deposited Shares by or on behalf of the undersigned unless the Deposited Shares are not taken up and paid for under the RTO Agreement. The undersigned also agrees not to vote any of the Deposited Shares at any meeting (whether annual, special or otherwise, or any adjournments thereof) of holders of securities of the Company or any other issuer, as applicable, and not to exercise any of the other rights or privileges attached to the Deposited Shares, and agrees to execute and deliver to the Company any and all instruments of proxy, authorizations or consents in respect of the Deposited Shares, and to appoint in any such instruments of proxy, authorizations or consents, the person or persons specified by the Company as the proxy of the holder of the Deposited Shares. Upon such appointment, all prior proxies and

other authorizations (including, without limitation, all appointments of any agent, attorney or attorney in fact) or consents given by the holder of such Deposited Shares with respect thereto will be revoked and no subsequent proxies or other authorizations or consents may be given by such person with respect thereto.

The undersigned covenants to execute, upon request of Sumtra or the Company, any additional documents, transfers and other assurances as may be necessary or desirable to complete the sale, assignment and transfer of the Deposited Shares to Sumtra.

The undersigned acknowledges that all authority conferred or agreed to be conferred by the undersigned herein is, to the maximum extent permitted by law, irrevocable and may be exercised during any subsequent legal incapacity of the undersigned and shall, to the maximum extent permitted by law, survive the death or incapacity, bankruptcy or insolvency of the undersigned and all obligations of the undersigned herein shall be binding upon the heirs, executors, administrators, attorneys, personal representatives, successors and assigns of the undersigned;

The undersigned by virtue of the execution of this Letter of Transmittal, shall be deemed to have agreed that all questions as to the validity, form, eligibility (including timely receipt) and acceptance and withdrawal of MJAR Shares deposited pursuant to the RTO Agreement will be determined by Sumtra in its sole discretion and that such determination shall be final and binding and, shall be deemed to have acknowledged that (i) Sumtra reserves the absolute right to reject any and all deposits which it determines not to be in proper form or which may be unlawful to accept under the laws of any jurisdiction, (ii) Sumtra reserves the absolute right to waive any defects or irregularities in the deposit of any MJAR Shares, (iii) there shall be no duty or obligation of Sumtra, the Depositary, or any other person to give notice of any defects or irregularities in any deposit and no liability shall be incurred by any of them for failure to give any such notice, (iv) Sumtra's interpretation of the terms and conditions of this Letter of Transmittal and the Notice of Guaranteed Delivery will be final and binding

The instructions accompanying this Letter of Transmittal specify certain signature guarantees and additional documents that the undersigned may be required to provide with this Letter of Transmittal. Additionally, the undersigned may, upon request, be required to execute any additional documents deemed by the Depositary or Sumtra in their discretion to be reasonably necessary or desirable to complete the deposit and cancellation of the Deposited Shares in exchange for the applicable Resulting Issuer Shares contemplated by this Letter of Transmittal. The undersigned hereby acknowledges that the delivery of the Deposited Shares shall be effected and the risk of loss of such Deposited Shares shall pass only upon proper receipt thereof by the Depositary.

The undersigned instructs Sumtra and the Depositary to, promptly after the Effective Time and receipt of a properly completed and signed Letter of Transmittal, the applicable MJAR Share certificate(s), and all other required documentation, issue or cause to be issued DRS Statements representing the Resulting Issuer Shares to which the undersigned is entitled pursuant to the RTO Agreement and mail such DRS Statements by first-class insured mail, postage prepaid, or hold such DRS Statements for pick-up, all in accordance with the instructions set out below. If a certificate representing Deposited Shares has any restrictive legends on the back thereof, the new DRS Statement will be issued with the same restrictive legends, if any.

It is understood that the undersigned will not receive the Resulting Issuer Shares in respect of the Deposited Shares until the certificate(s) representing the Deposited Shares, owned by the undersigned are received by the Depositary at the address set forth on the back of this Letter of Transmittal, together with a duly completed and signed Letter of Transmittal and all other required documents and until the same are processed by the Depositary (which shall not occur until after the Effective Time).

If the RTO Transaction is not implemented for any reason, the enclosed certificate(s) representing MJAR Shares, and all other ancillary documents received by the Depositary will be returned forthwith to the undersigned all in accordance with the instructions set out below.

By reason of the use of an English language form of Letter of Transmittal, the undersigned shall be deemed to have required that any contract evidenced by the RTO Agreement as accepted through this Letter of Transmittal, as well as all documents related thereto, be drawn exclusively in the English language.

The representations, warranties, covenants, acknowledgements and agreements contained herein shall survive the completion of the RTO Transaction.

The undersigned authorizes and directs the Depositary to issue DRS Statements representing Resulting Issuer Shares to which the undersigned is entitled as indicated below and to mail such DRS Statement to the address indicated below or, if no instructions are given, in the name and to the address of the undersigned as appears on the share register maintained by the Depositary.

A. ISSUANCE OF RESULTING ISSUER SHARES

DRS Advice(s) representing Resulting Issuer Shares are to be registered as follows:

Name: _____
Address: _____
_____
Postal (Zip) Code: _____

B. DELIVERY

□ Mail or make available for delivery DRS Advice(s) representing Resulting Issuer Shares as follows:

Name: _____
Address: _____
_____
Postal (Zip) Code: _____

□ Make available for pick-up at the office of the Depositary, against a counter receipt, by:

Name:_____
Address:_____
_____

□ Deliver DRS Advice(s) by email to the following address: _____

C. SIGNATURE GUARANTEE

IMPORTANT: This box must be completed fully if the name in which any Resulting Issuer Share is to be issued differs from the name of the registered holder appearing on the existing Resulting Issuer Share certificate(s). (See instruction 2)

Date:_____

Signature:_____

Name:_____
Address: _____
_____
Postal (Zip) Code:_____
Signature Guaranteed by:

_____

D. RESIDENCY DECLARATION

A "U.S. Shareholder" is any shareholder that is a United States person for United States federal income tax purposes.

INDICATE WHETHER OR NOT YOU ARE A U.S. SHAREHOLDER OR ARE ACTING ON BEHALF OF A U.S. SHAREHOLDER:

☐ The owner signing this Letter of Transmittal represents that it is not a U.S. Shareholder and is not acting on behalf of a U.S. Shareholder.

☐ The owner signing this Letter of Transmittal is a U.S. Shareholder or is acting on behalf of a U.S. Shareholder.

IF YOU ARE A U.S. SHAREHOLDER OR ARE ACTING ON BEHALF OF A U.S. SHAREHOLDER, YOU MUST COMPLTE THE U.S. ACCREDITED INVESTOR CERTIFICATE ATTACHED HERETO.

SHAREHOLDER SIGNATURE

By signing below, the undersigned expressly agrees to the terms and conditions set forth above.

Dated: _____

SHAREHOLDER:

_____

Signature of Shareholder or Authorized Representative (see Instructions 2 and 3 to this Letter of Transmittal)

_____

Name of Shareholder or Authorized Representative (Please print or type)

_____

Telephone number (business hours) of Shareholder or Authorized Representative

_____

Social Insurance or Social Security Number or Tax Identification Number of Shareholder

GUARANTOR (if required)

Signature guaranteed by (if required under Instruction 3 to this Letter of Transmittal, "Guarantee of Signatures"):

_____

Authorized Signature of Guarantor

_____

Name of Guarantor (Please print or type)

_____

Address of Guarantor (Please print or type)

Additional Signatures for Joint Shareholders (if required)

Dated: _____

_____

Signature of Shareholder or Authorized Representative (see Instructions 2 and 3 to this Letter of Transmittal)

_____

Name of Shareholder or Authorized Representative (Please print or type)

_____

Telephone number (business hours) of Shareholder or Authorized Representative

_____

Social Insurance or Social Security Number or Tax Identification Number of Shareholder

INSTRUCTIONS

1. **Use of Letter of Transmittal**

(a) Unless defined in this Letter of Transmittal, capitalized terms have the meaning ascribed thereto in the RTO Agreement.

(b) Each Shareholder holding MJAR Shares must send or deliver this Letter of Transmittal duly completed and signed together with the share certificate(s), if any, described herein to the Depositary at the office listed herein. The method of delivery of this Letter of Transmittal, the certificate(s), representing the Deposited Shares and all other required documents, is at the option and risk of the person depositing same, and delivery will be deemed effective only when such documents have been physically received by the Depositary at the office listed herein. Sumtra recommends that such documents be delivered by hand to the Depositary, and a receipt be obtained therefor, or, if mailed, that registered mail, with return receipt requested, be used and that proper insurance be obtained. It is suggested that any such mailing be made sufficiently in advance of the Expiry Time to permit delivery to the Depositary prior to the Expiry Time.

(c) Shareholders whose MJAR Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee should contact that nominee for instructions and assistance in depositing those MJAR Shares.

(d) All questions as to the validity, form and acceptance of any MJAR Shares will be determined by Sumtra in its absolute discretion and such determination shall be final and binding. Sumtra reserves the right if it so elects in its absolute discretion to instruct the Depositary to waive any defect or irregularity contained in any Letter of Transmittal and/or any accompanying documents received by it.

2. **Signatures**

This Letter of Transmittal must be completed and executed by the holder of MJAR Shares or by such holder's duly authorized representative (in accordance with Instruction 7, "Fiduciaries, Representatives and Authorizations" below).

(a) If this Letter of Transmittal is signed by the registered owner(s) of the accompanying certificate(s) representing MJAR Shares, such signature(s) on this Letter of Transmittal must correspond exactly with the name(s) as registered or as written on the face of such certificate(s) without any change whatsoever, and the certificate(s) need not be endorsed.

(b) If any of the Deposited Shares are owned or held of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

(c) If this Letter of Transmittal is signed by a person other than the registered owner(s) of the accompanying certificate(s) representing MJAR Shares, the registered Shareholder must fill in Part C as well as Parts A and B of this Letter of Transmittal and:

(i) such deposited certificate(s), must be endorsed or be accompanied by appropriate share transfer power(s) of attorney duly and properly completed by the registered owner(s); and

(ii) the signature(s) on such endorsement or share transfer power(s) of attorney must correspond exactly to the name(s) of the registered owner(s) as registered or as appearing on the certificate(s) and must be guaranteed as noted in Instruction 3 below.

3. **Guarantee of Signatures**

(a) No signature guarantee is required on this Letter of Transmittal if it is signed by the registered holder(s) of the MJAR Shares deposited therewith, unless this Letter of Transmittal is signed by a person other than the registered owner(s) of the accompanying certificate(s) representing MJAR Shares.

(b) If this Letter of Transmittal is signed by a person other than the registered owner(s) of the MJAR Shares, or if the RTO Transaction is not completed and the accompanying certificate(s) are to be returned to a person other than such registered owner(s), or if the Resulting Issuer Shares are to be issued in a name other than the registered owner(s), such signature must be guaranteed by an Eligible Institution (as defined below), or in some other manner satisfactory to the Depositary (except that no guarantee is required if the signature is that of an Eligible Institution). See also Instruction 2.

An "**Eligible Institution**" means a Canadian Schedule I chartered bank, a major trust company in Canada, a member of the Securities Transfer Agents Medallion Program (STAMP), a member of the Stock Exchanges Medallion Program (SEMP) or a member of the New York Stock Exchange Inc. Medallion Signature Program (MSP). Members of these programs are usually members of a recognized stock exchange in Canada and the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority or banks and trust companies in the United States.

4. **Lost Certificates**

If a share certificate has been lost or destroyed, the Letter of Transmittal must be completed as fully as possible and forwarded to the Depositary together with a letter stating the loss. The Depositary will respond with the replacement requirements, which must be properly completed and returned prior to effecting the exchange.

5. Return of Certificates

If the RTO Transaction does not proceed for any reason, any certificate(s) representing MJAR Shares received by the Depositary will be returned to you forthwith in accordance with the delivery instructions given pursuant to Part B, or failing such address being specified, to the undersigned at the last address of the undersigned as it appears on the securities register of the Company.

6. Privacy Notice:

As Depositary, Odyssey Trust Company takes your privacy seriously. In the course of providing these services, we receive non-public, personal information about you. We receive this information through transactions we perform for you and through other communications with you. We may also receive information about you by virtue of your transactions with affiliates of Odyssey Trust Company or other parties. This information may include your name, social insurance number, stock/unit ownership information and other financial information. With respect to both to current and former securityholders, Odyssey Trust Company does not share non-public personal information with any non-affiliated third party except as necessary to process a transaction, service your account or as permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you, and we maintain physical, electronic and procedural safeguards to protect your personal information. Odyssey Trust Company realizes that you entrust us with confidential personal and financial information and we take that trust very seriously. By providing your personal information to us and signing this form, we will assume, unless we hear from you to the contrary, that you have consented and are consenting to this use and disclosure. A complete copy of our Privacy Policy may be accessed at www.odysseytrust.com or you may request a copy in writing to Odyssey Trust Company, United Kingdom Building, 323 – 409 Granville Street Vancouver BC V6C 1T2, Attention: Corporate Actions.

7. Fiduciaries, Representatives and Authorizations

Where this Letter of Transmittal or any certificate or share transfer power of attorney is executed by a person on behalf of an executor, administrator, trustee, guardian, attorney-in-fact, agent, corporation, partnership or association, or is executed by any other person acting in a fiduciary or representative capacity, such person should so indicate when signing and this Letter of Transmittal must be accompanied by satisfactory evidence of such person's authority to act. Either The Company, Sumtra or the Depositary, at its discretion, may require additional evidence of such authority or any other additional documentation.

8. Miscellaneous

(a) If the space on this Letter of Transmittal is insufficient to list all certificates for MJAR Shares, additional certificate numbers and numbers of MJAR Shares may be included in a separate signed list affixed to this Letter of Transmittal.

(b) If MJAR Shares are registered in different forms (e.g. "Joe Doe" and "J. Doe"), a separate Letter of Transmittal should be signed for each different registration.

(c) No alternative, conditional or contingent deposits will be accepted. All depositing Shareholders by execution of this Letter of Transmittal (or a manually executed facsimile copy hereof) waive any right to receive any notice of acceptance of MJAR Shares.

(d) All questions as to the validity, form, eligibility (including timely receipt) and acceptance and withdrawal of MJAR Shares deposited pursuant to the RTO Agreement will be determined by the Company in its sole discretion. Depositing Shareholders agree that such determination shall be final and binding. The Company reserves the absolute right to reject

any and all deposits which it determines not to be in proper form or which may be unlawful to accept under the laws of any jurisdiction. The Company reserves the absolute right to waive any defects or irregularities in the deposit of any MJAR Shares. There shall be no duty or obligation of the Company, the Depositary, or any other person to give notice of any defects or irregularities in any deposit or withdrawal and no liability shall be incurred by any of them for failure to give any such notice. The Company's interpretation of the terms and conditions of this Letter of Transmittal and the Notice of Guaranteed Delivery will be final and binding.

(e) Additional copies of the Information Statement, this Letter of Transmittal may be obtained without charge on request from the Depositary.

(f) Before completing this Letter of Transmittal, you are urged to read the accompanying Information Statement.

10. Assistance

The Depositary or your broker or other financial advisor can assist you in completing this Letter of Transmittal (see back page of this Letter of Transmittal for addresses and telephone numbers). Shareholders whose MJAR Shares are registered in the name of an investment advisor, stockbroker, bank, trust company or other nominee should contact such nominee.

THIS LETTER OF TRANSMITTAL OR A MANUALLY SIGNED FACSIMILE (TOGETHER WITH CERTIFICATES FOR THE SHARES BEING DEPOSITED SHARES AND ALL OTHER REQUIRED DOCUMENTS) MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRY TIME.

U.S. ACCREDITED INVESTOR CERTIFICATE

The undersigned (the "**U.S. Shareholder**") represents and warrants to MJAR Holdings Corp. that the U.S. Shareholder is an "accredited investor" that meets the criteria in Rule 501(a) of Regulation D under the 1933 Act, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act, because the U.S. Shareholder is (please check the appropriate box):

☐ (a) Any bank as defined in Section 3(a)(2) of the 1933 Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(13) of the 1933 Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐ (b) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

☐ (c) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US$5,000,000;

☐ (d) Any trust with total assets in excess of US$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person, being defined as a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment or a revocable trust which may be revoked or amended at any time by its settlors (grantors), each of whom is an accredited investor under category (f);

☐ (e) any natural person who had an individual income in excess of US$200,000 in each of the two most recent years or joint income with that person's spouse in excess of US$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ (f) any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds US$1,000,000, excluding the value of the

primary residence of such natural person, calculated by subtracting from the estimated fair market value of the property the amount of debt secured by the property, up to the estimated fair market value of the property;

☐ (g) any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer or general partner of a general partner of that issuer; or

☐ (h) any entity in which all of the equity owners are accredited investors (including an Individual Retirement Account owned by a natural person who is an accredited Investor under category (e) or (f))

The statements made in this U.S. Accredited Investor Certificate are true and accurate as of the date set forth below.

By completing this certificate, the U.S. Shareholder authorizes the indirect collection of this information by each applicable securities regulatory authority or regulator and acknowledges that such information is made available to the public under applicable securities legislation.

Certified this _____ day of _____, 20___

_____
(Print Name of the U.S. Shareholder – if entity, print entity name;
if individual, print your name)

Sign:_____

WITNESS:_____
(If U.S. Shareholder is an individual)

If entity, please print the following:

Name of Person Signing:_____

Title of Person Signing:_____

The Depositary is:

ODYSSEY TRUST COMPANY

United Kingdom Building
323 – 409 Granville Street
Vancouver BC V6C 1T2
Attention: Corporate Actions.

Toll Free: 778-819-1184
Email: corp.actions@odysseytrust.com

Any questions and requests for assistance or additional copies of Information Statement, the Letter of Transmittal may be directed by Shareholders to the Depositary at the telephone number and address set out above. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

Annex D

Delaware General Corporation Law

§ 262. Appraisal rights.

(a) Any stockholder of a corporation of this State who holds shares of stock on the date of the making of a demand pursuant to subsection (d) of this section with respect to such shares, who continuously holds such shares through the effective date of the merger or consolidation, who has otherwise complied with subsection (d) of this section and who has neither voted in favor of the merger or consolidation nor consented thereto in writing pursuant to § 228 of this title shall be entitled to an appraisal by the Court of Chancery of the fair value of the stockholder's shares of stock under the circumstances described in subsections (b) and (c) of this section. As used in this section, the word "stockholder" means a holder of record of stock in a corporation; the words "stock" and "share" mean and include what is ordinarily meant by those words; and the words "depository receipt" mean a receipt or other instrument issued by a depository representing an interest in 1 or more shares, or fractions thereof, solely of stock of a corporation, which stock is deposited with the depository.

(b) Appraisal rights shall be available for the shares of any class or series of stock of a constituent corporation in a merger or consolidation to be effected pursuant to § 251 (other than a merger effected pursuant to § 251(g) of this title and, subject to paragraph (b)(3) of this section, § 251(h) of this title), § 252, § 254, § 255, § 256, § 257, § 258, § 263 or § 264 of this title:

(1) Provided, however, that, except as expressly provided in § 363(b) of this title, no appraisal rights under this section shall be available for the shares of any class or series of stock, which stock, or depository receipts in respect thereof, at the record date fixed to determine the stockholders entitled to receive notice of the meeting of stockholders to act upon the agreement of merger or consolidation, were either: (i) listed on a national securities exchange or (ii) held of record by more than 2,000 holders; and further provided that no appraisal rights shall be available for any shares of stock of the constituent corporation surviving a merger if the merger did not require for its approval the vote of the stockholders of the surviving corporation as provided in § 251(f) of this title.

(2) Notwithstanding paragraph (b)(1) of this section, appraisal rights under this section shall be available for the shares of any class or series of stock of a constituent corporation if the holders thereof are required by the terms of an agreement of merger or consolidation pursuant to §§ 251, 252, 254, 255, 256, 257, 258, 263 and 264 of this title to accept for such stock anything except:

a. Shares of stock of the corporation surviving or resulting from such merger or consolidation, or depository receipts in respect thereof;

b. Shares of stock of any other corporation, or depository receipts in respect thereof, which shares of stock (or depository receipts in respect thereof) or depository receipts at the effective date of the merger or consolidation will be either listed on a national securities exchange or held of record by more than 2,000 holders;

c. Cash in lieu of fractional shares or fractional depository receipts described in the foregoing paragraphs (b)(2)a. and b. of this section; or

d. Any combination of the shares of stock, depository receipts and cash in lieu of fractional shares or fractional depository receipts described in the foregoing paragraphs (b)(2)a., b. and c. of this section.

(3) In the event all of the stock of a subsidiary Delaware corporation party to a merger effected under § 251(h), § 253 or § 267 of this title is not owned by the parent immediately prior to the merger, appraisal rights shall be available for the shares of the subsidiary Delaware corporation.

(4) In the event of an amendment to a corporation's certificate of incorporation contemplated by § 363(a) of this title, appraisal rights shall be available as contemplated by § 363(b) of this title, and the procedures of this section, including those set forth in subsections (d) and (e) of this section, shall apply as nearly as practicable, with the word "amendment" substituted for the words "merger or consolidation," and the word "corporation" substituted for the words "constituent corporation" and/or "surviving or resulting corporation."

(c) Any corporation may provide in its certificate of incorporation that appraisal rights under this section shall be available for the shares of any class or series of its stock as a result of an amendment to its certificate of incorporation, any merger or consolidation in which the corporation is a constituent corporation or the sale of all or substantially all of the assets of the corporation. If the certificate of incorporation contains such a provision, the provisions of this section, including those set forth in subsections (d), (e), and (g) of this section, shall apply as nearly as is practicable.

(d) Appraisal rights shall be perfected as follows:

(1) If a proposed merger or consolidation for which appraisal rights are provided under this section is to be submitted for approval at a meeting of stockholders, the corporation, not less than 20 days prior to the meeting, shall notify each of its stockholders who was such on the record date for notice of such meeting (or such members who received notice in accordance with § 255(c) of this title) with respect to shares for which appraisal rights are available pursuant to subsection (b) or (c) of this section that appraisal rights are available for any or all of the shares of the constituent corporations, and shall include in such notice a copy of this section and, if 1 of the constituent corporations is a nonstock corporation, a copy of § 114 of this title. Each stockholder electing to demand the appraisal of such stockholder's shares shall deliver to the corporation, before the taking of the vote on the merger or consolidation, a written demand for appraisal of such stockholder's shares. Such demand will be sufficient if it reasonably informs the corporation of the identity of the stockholder and that the stockholder intends thereby to demand the appraisal of such stockholder's shares. A proxy or vote against the merger or consolidation shall not constitute such a demand. A stockholder electing to take such action must do so by a separate written demand as herein provided. Within 10 days after the effective date of such merger or consolidation, the surviving or resulting corporation shall notify each stockholder of each constituent corporation who has complied with this subsection and has not voted in favor of or consented to the merger or consolidation of the date that the merger or consolidation has become effective; or

(2) If the merger or consolidation was approved pursuant to § 228, § 251(h), § 253, or § 267 of this title, then either a constituent corporation before the effective date of the merger or consolidation or the surviving or resulting corporation within 10 days thereafter shall notify each of the holders of any class or series of stock of such constituent corporation who are entitled to appraisal rights of the approval of the merger or consolidation and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and shall include in such notice a copy of this section and, if 1 of the constituent corporations is a nonstock corporation, a copy of § 114 of this title. Such notice may, and, if given on or after the effective date of the merger or consolidation, shall, also notify such stockholders of the effective date of the merger or consolidation. Any stockholder entitled to appraisal rights may, within 20 days after the date of mailing of such notice or, in the case of a merger approved pursuant to § 251(h) of this title, within the later of the consummation of the offer contemplated by § 251(h) of this title and 20 days after the date of mailing of such notice, demand in writing from the surviving or resulting corporation the appraisal of such holder's shares. Such demand will be sufficient if it reasonably informs the corporation of the identity of the

stockholder and that the stockholder intends thereby to demand the appraisal of such holder's shares. If such notice did not notify stockholders of the effective date of the merger or consolidation, either (i) each such constituent corporation shall send a second notice before the effective date of the merger or consolidation notifying each of the holders of any class or series of stock of such constituent corporation that are entitled to appraisal rights of the effective date of the merger or consolidation or (ii) the surviving or resulting corporation shall send such a second notice to all such holders on or within 10 days after such effective date; provided, however, that if such second notice is sent more than 20 days following the sending of the first notice or, in the case of a merger approved pursuant to § 251(h) of this title, later than the later of the consummation of the offer contemplated by § 251(h) of this title and 20 days following the sending of the first notice, such second notice need only be sent to each stockholder who is entitled to appraisal rights and who has demanded appraisal of such holder's shares in accordance with this subsection. An affidavit of the secretary or assistant secretary or of the transfer agent of the corporation that is required to give either notice that such notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. For purposes of determining the stockholders entitled to receive either notice, each constituent corporation may fix, in advance, a record date that shall be not more than 10 days prior to the date the notice is given, provided, that if the notice is given on or after the effective date of the merger or consolidation, the record date shall be such effective date. If no record date is fixed and the notice is given prior to the effective date, the record date shall be the close of business on the day next preceding the day on which the notice is given.

(e) Within 120 days after the effective date of the merger or consolidation, the surviving or resulting corporation or any stockholder who has complied with subsections (a) and (d) of this section hereof and who is otherwise entitled to appraisal rights, may commence an appraisal proceeding by filing a petition in the Court of Chancery demanding a determination of the value of the stock of all such stockholders. Notwithstanding the foregoing, at any time within 60 days after the effective date of the merger or consolidation, any stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party shall have the right to withdraw such stockholder's demand for appraisal and to accept the terms offered upon the merger or consolidation. Within 120 days after the effective date of the merger or consolidation, any stockholder who has complied with the requirements of subsections (a) and (d) of this section hereof, upon written request, shall be entitled to receive from the corporation surviving the merger or resulting from the consolidation a statement setting forth the aggregate number of shares not voted in favor of the merger or consolidation and with respect to which demands for appraisal have been received and the aggregate number of holders of such shares. Such written statement shall be mailed to the stockholder within 10 days after such stockholder's written request for such a statement is received by the surviving or resulting corporation or within 10 days after expiration of the period for delivery of demands for appraisal under subsection (d) of this section hereof, whichever is later. Notwithstanding subsection (a) of this section, a person who is the beneficial owner of shares of such stock held either in a voting trust or by a nominee on behalf of such person may, in such person's own name, file a petition or request from the corporation the statement described in this subsection.

(f) Upon the filing of any such petition by a stockholder, service of a copy thereof shall be made upon the surviving or resulting corporation, which shall within 20 days after such service file in the office of the Register in Chancery in which the petition was filed a duly verified list containing the names and addresses of all stockholders who have demanded payment for their shares and with whom agreements as to the value of their shares have not been reached by the surviving or resulting corporation. If the petition shall be filed by the surviving or resulting corporation, the petition shall be accompanied by such a duly verified list. The Register in Chancery, if so ordered by the Court, shall give notice of the time and place fixed for the hearing of such petition by registered or certified mail to the surviving or resulting corporation and to the stockholders shown on the list at the addresses therein stated. Such notice shall also be given by 1 or more publications at least 1 week before the day of the hearing, in a newspaper of general circulation published in the City of Wilmington, Delaware or such publication as the Court deems advisable. The forms of the notices by mail and by

publication shall be approved by the Court, and the costs thereof shall be borne by the surviving or resulting corporation.

(g) At the hearing on such petition, the Court shall determine the stockholders who have complied with this section and who have become entitled to appraisal rights. The Court may require the stockholders who have demanded an appraisal for their shares and who hold stock represented by certificates to submit their certificates of stock to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings; and if any stockholder fails to comply with such direction, the Court may dismiss the proceedings as to such stockholder. If immediately before the merger or consolidation the shares of the class or series of stock of the constituent corporation as to which appraisal rights are available were listed on a national securities exchange, the Court shall dismiss the proceedings as to all holders of such shares who are otherwise entitled to appraisal rights unless (1) the total number of shares entitled to appraisal exceeds 1% of the outstanding shares of the class or series eligible for appraisal, (2) the value of the consideration provided in the merger or consolidation for such total number of shares exceeds $1 million, or (3) the merger was approved pursuant to § 253 or § 267 of this title.

(h) After the Court determines the stockholders entitled to an appraisal, the appraisal proceeding shall be conducted in accordance with the rules of the Court of Chancery, including any rules specifically governing appraisal proceedings. Through such proceeding the Court shall determine the fair value of the shares exclusive of any element of value arising from the accomplishment or expectation of the merger or consolidation, together with interest, if any, to be paid upon the amount determined to be the fair value. In determining such fair value, the Court shall take into account all relevant factors. Unless the Court in its discretion determines otherwise for good cause shown, and except as provided in this subsection, interest from the effective date of the merger through the date of payment of the judgment shall be compounded quarterly and shall accrue at 5% over the Federal Reserve discount rate (including any surcharge) as established from time to time during the period between the effective date of the merger and the date of payment of the judgment. At any time before the entry of judgment in the proceedings, the surviving corporation may pay to each stockholder entitled to appraisal an amount in cash, in which case interest shall accrue thereafter as provided herein only upon the sum of (1) the difference, if any, between the amount so paid and the fair value of the shares as determined by the Court, and (2) interest theretofore accrued, unless paid at that time. Upon application by the surviving or resulting corporation or by any stockholder entitled to participate in the appraisal proceeding, the Court may, in its discretion, proceed to trial upon the appraisal prior to the final determination of the stockholders entitled to an appraisal. Any stockholder whose name appears on the list filed by the surviving or resulting corporation pursuant to subsection (f) of this section and who has submitted such stockholder's certificates of stock to the Register in Chancery, if such is required, may participate fully in all proceedings until it is finally determined that such stockholder is not entitled to appraisal rights under this section.

(i) The Court shall direct the payment of the fair value of the shares, together with interest, if any, by the surviving or resulting corporation to the stockholders entitled thereto. Payment shall be so made to each such stockholder, in the case of holders of uncertificated stock forthwith, and the case of holders of shares represented by certificates upon the surrender to the corporation of the certificates representing such stock. The Court's decree may be enforced as other decrees in the Court of Chancery may be enforced, whether such surviving or resulting corporation be a corporation of this State or of any state.

(j) The costs of the proceeding may be determined by the Court and taxed upon the parties as the Court deems equitable in the circumstances. Upon application of a stockholder, the Court may order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without limitation, reasonable attorney's fees and the fees and expenses of experts, to be charged pro rata against the value of all the shares entitled to an appraisal.

(k) From and after the effective date of the merger or consolidation, no stockholder who has demanded appraisal rights as provided in subsection (d) of this section shall be entitled to vote such stock for any purpose or to receive payment of dividends or other distributions on the stock (except dividends or other distributions payable to stockholders of record at a date which is prior to the effective date of the merger or consolidation); provided, however, that if no petition for an appraisal shall be filed within the time provided in subsection (e) of this section, or if such stockholder shall deliver to the surviving or resulting corporation a written withdrawal of such stockholder's demand for an appraisal and an acceptance of the merger or consolidation, either within 60 days after the effective date of the merger or consolidation as provided in subsection (e) of this section or thereafter with the written approval of the corporation, then the right of such stockholder to an appraisal shall cease. Notwithstanding the foregoing, no appraisal proceeding in the Court of Chancery shall be dismissed as to any stockholder without the approval of the Court, and such approval may be conditioned upon such terms as the Court deems just; provided, however that this provision shall not affect the right of any stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party to withdraw such stockholder's demand for appraisal and to accept the terms offered upon the merger or consolidation within 60 days after the effective date of the merger or consolidation, as set forth in subsection (e) of this section.

(l) The shares of the surviving or resulting corporation to which the shares of such objecting stockholders would have been converted had they assented to the merger or consolidation shall have the status of authorized and unissued shares of the surviving or resulting corporation.

Annex E

Signature Pages

[See attached]

IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent of the Stockholders as of the date first above written.

STOCKHOLDERS:

_____

(Print Name of Stockholder – if entity, print entity name; if individual, print your name)

Sign:_____

If entity, please print the following:

Name of Person Signing:_____

Title of Person Signing:_____