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SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

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SCHEDULE 13D  
UNDER THE SECURITIES EXCHANGE ACT OF 1934  
(Amendment No. 16)<sup>1</sup>

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**SPHERE 3D CORP.**  
(Name of Issuer)

**COMMON STOCK, NO PAR VALUE PER SHARE**  
(Title of Class of Securities)

**84841L209**  
(CUSIP number)

**Jennifer M. Pulick**  
**General Counsel**  
**Cyrus Capital Partners, L.P.**  
**65 East 55th Street, 35th Floor**  
**New York, New York 10022**  
**(212) 380-5821**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**August 16, 2018**  
(Date of Event Which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

(Continued on the following pages)

(Page 1 of 9 pages)

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<sup>1</sup> The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

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1.	NAMES OF REPORTING PERSONS <b>Cyrus Capital Partners, L.P.</b>	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS <b>AF</b>	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER <b>0</b>
	8.	SHARED VOTING POWER <b>2,531,607</b>
	9.	SOLE DISPOSITIVE POWER <b>0</b>
	10.	SHARED DISPOSITIVE POWER <b>2,531,607<sup>1</sup></b>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>2,531,607<sup>1</sup></b>	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 <b>16.2% <sup>1</sup></b>	
14.	TYPE OF REPORTING PERSON <b>PN</b>	

<sup>1</sup> After giving effect to the transactions reported herein, includes (i) 326,667 Common Shares issuable upon conversion of US\$24,500,000 in principal amount of the New Debentures at a Conversion Price of US\$75.00 per share, (ii) 20,000 Common Shares issuable upon exercise of the December 2015 Warrants and (iii) 20,000 Common Shares issuable upon exercise of the February 2016 Warrants.

1.	NAMES OF REPORTING PERSONS <b>Cyrus Capital Partners GP, L.L.C.</b>	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS <b>AF</b>	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER <b>0</b>
	8.	SHARED VOTING POWER <b>2,531,607<sup>1</sup></b>
	9.	SOLE DISPOSITIVE POWER <b>0</b>
	10.	SHARED DISPOSITIVE POWER <b>2,531,607<sup>1</sup></b>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>2,531,607<sup>1</sup></b>	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 <b>16.2%<sup>1</sup></b>	
14.	TYPE OF REPORTING PERSON <b>OO</b>	

<sup>1</sup> After giving effect to the transactions reported herein, includes (i) 326,667 Common Shares issuable upon conversion of US\$24,500,000 in principal amount of the New Debentures at a Conversion Price of US\$75.00 per share, (ii) 20,000 Common Shares issuable upon exercise of the December 2015 Warrants and (iii) 20,000 Common Shares issuable upon exercise of the February 2016 Warrants.

1.	NAMES OF REPORTING PERSONS <b>FBC Holdings S.à r.l.</b>	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS <b>OO</b>	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION <b>Luxembourg</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER <b>0</b>
	8.	SHARED VOTING POWER <b>2,531,607<sup>1</sup></b>
	9.	SOLE DISPOSITIVE POWER <b>0</b>
	10.	SHARED DISPOSITIVE POWER <b>2,531,607<sup>1</sup></b>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>2,531,607<sup>1</sup></b>	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 <b>16.2% <sup>1</sup></b>	
14.	TYPE OF REPORTING PERSON <b>CO</b>	

<sup>1</sup> After giving effect to the transactions reported herein, includes (i) 326,667 Common Shares issuable upon conversion of US\$24,500,000 in principal amount of the New Debentures at a Conversion Price of US\$75.00 per share, (ii) 20,000 Common Shares issuable upon exercise of the December 2015 Warrants and (iii) 20,000 Common Shares issuable upon exercise of the February 2016 Warrants.

1.	NAMES OF REPORTING PERSONS <b>Stephen C. Freidheim</b>	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS <b>AF</b>	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION <b>United States</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER <b>0</b>
	8.	SHARED VOTING POWER <b>2,531,607<sup>1</sup></b>
	9.	SOLE DISPOSITIVE POWER <b>0</b>
	10.	SHARED DISPOSITIVE POWER <b>2,531,607<sup>1</sup></b>
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>2,531,607<sup>1</sup></b>	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 <b>16.2% <sup>1</sup></b>	
14.	TYPE OF REPORTING PERSON <b>IN</b>	

<sup>1</sup> After giving effect to the transactions reported herein, includes (i) 326,667 Common Shares issuable upon conversion of US\$24,500,000 in principal amount of the New Debentures at a Conversion Price of US\$75.00 per share, (ii) 20,000 Common Shares issuable upon exercise of the December 2015 Warrants and (iii) 20,000 Common Shares issuable upon exercise of the February 2016 Warrants.

**ITEM 1. Security and Issuer**

This constitutes Amendment No. 16 (“Amendment No. 16”) to the Schedule 13D relating to the shares of Common Stock of Sphere 3D Corporation (the “Issuer” or “Sphere 3D”) filed with the SEC on December 11, 2014 as subsequently amended by Amendment No. 1 filed on August 4, 2015 and further amended by Amendment No. 2 filed on January 4, 2016, Amendment No. 3 filed on April 28, 2016, Amendment No. 4 filed on September 27, 2016, Amendment No. 5 filed on December 22, 2016, Amendment No. 6 filed on January 4, 2017, Amendment No. 7 filed on February 2, 2017, Amendment No. 8 filed on February 13, 2017, Amendment No. 9 filed on July 3, 2017, and Amendment No. 10 filed on January 3, 2018, Amendment No. 11 filed on February 23, 2018, Amendment No. 12 filed on April 3, 2018, Amendment No. 13 filed on April 18, 2018, Amendment No. 14 filed on May 2, 2018 and Amendment No. 15 filed on May 16, 2018 (as so amended, the “Schedule 13D”) by Cyrus Capital Partners, L.P., a Delaware limited partnership (“Cyrus Capital”), Cyrus Capital Partners GP, L.L.C., a Delaware limited liability company (“Cyrus GP”), FBC Holdings S.à r.l., a Luxembourg private limited liability company (“FBC”) and Mr. Stephen C. Freidheim (each of Cyrus Capital, Cyrus GP, FBC and Mr. Freidheim, a “Reporting Person” and collectively the “Reporting Persons”). This Amendment No. 16 amends the Schedule 13D as specifically set forth herein. Only those items amended are reported herein. Capitalized terms used in this Amendment No. 16 without being defined herein have the respective meanings given to them in the Schedule 13D.

**ITEM 3. Source and Amount of Funds or Other Consideration**

On July 23, 2018, the Issuer, as borrower, certain of its subsidiaries, as guarantors and FBC, as lender, entered into that certain Ninth Amendment to the New Debentures, under which, among other things, (i) the maturity date of the Debenture was extended from July 23, 2018 to November 19, 2018, and (ii) the Issuer must satisfy certain milestones which the failure to comply therewith would constitute an event of default under the Debenture. For further details regarding the Ninth Amendment to New Debentures, please see the Issuer’s Current Report on Form 8-K, filed on July 25, 2018 and Exhibit 10.13 to the Issuer’s Quarterly Report on Form 10-Q, dated August 14, 2018, each of which is incorporated herein by reference.

On August 16, 2018, FBC purchased from CB CA SPV, LLC (“Colbeck”) all of Colbeck’s rights and obligations as Lender under that certain Credit Agreement dated as of April 6, 2016 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among the Issuer as guarantor, the Issuer’s direct and indirect subsidiaries, Overland Storage, Inc. and Tandberg Data GmbH as Borrowers and certain other direct and indirect subsidiaries of the Issuer as guarantors (the “Credit Agreement Purchase”). Pursuant to the Credit Agreement Purchase, FBC acquired all principal, accrued interest and payable fees and expenses due to Colbeck for \$17.5 million. In addition, and in connection with the Credit Agreement Purchase, on August 16, 2018, (i) FBC waived only specified events of default under the Credit Agreement and the New Debentures (the “Waivers”) and (ii) entered into a Joinder to Side Letter Agreement with Opus Bank pursuant to which FBC acknowledged the terms of the Opus Bank Credit Agreement. Notwithstanding FBC’s decision to extend the Issuer the Waivers, the Reporting Persons reserve the right to exercise all rights and remedies they have under the New Debentures and the Credit Agreement in connection with any other or future events of default under the New Debentures or the Credit Agreement. FBC funded the Credit Agreement Purchase with cash-on-hand received from its shareholders as capital contributions.

**ITEM 4. Purpose of Transaction**

On July 23, 2018, the Issuer, as borrower, certain of its subsidiaries, as guarantors and FBC, as lender, entered into that certain Ninth Amendment to the New Debentures, under which, among other things, (i) the maturity date of the Debenture was extended from July 23, 2018 to November 19, 2018, and (ii) the Issuer must satisfy certain milestones which the failure to comply therewith would constitute an event of default under the Debenture. For further details regarding the Ninth Amendment to New Debentures, please see the Issuer’s Current Report on Form 8-K, filed on July 25, 2018 and Exhibit 10.13 to the Issuer’s Quarterly Report on Form 10-Q, dated August 14, 2018, each of which is incorporated herein by reference.

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On August 16, 2018, FBC purchased from Colbeck all of Colbeck's rights and obligations as Lender under the Credit Agreement Pursuant to the Credit Agreement Purchase, FBC acquired all principal, accrued interest and payable fees and expenses due to Colbeck for \$17.5 million. In addition, and in connection with the Credit Agreement Purchase, on August 16, 2018, (i) FBC waived only specified events of default under the Credit Agreement and the New Debentures and (ii) entered into a Joinder to Side Letter Agreement with Opus Bank pursuant to which FBC acknowledged the terms of the Opus Bank Credit Agreement. Notwithstanding FBC's decision to extend the Issuer the Waivers, the Reporting Persons reserve the right to exercise all rights and remedies they have under the New Debentures and the Credit Agreement in connection with any other or future events of default under the New Debentures or the Credit Agreement. FBC funded the Credit Agreement Purchase with cash-on-hand received from its shareholders as capital contributions.

The Reporting Persons expect to independently evaluate on an ongoing basis Sphere 3D's financial condition and prospects and their interest in, and intentions with respect to, Sphere 3D and their investment in the securities of, Sphere 3D, which review may be based on various factors, including whether various strategic transactions have occurred or may occur, Sphere 3D's business and financial condition, results of operations and prospects, general economic and industry conditions, the securities markets in general and those for Sphere 3D's securities in particular, as well as other developments and other investment opportunities. Each of the Reporting Persons reserves the right to change its intentions and develop plans or proposals at any time, as it deems appropriate. Each of the Reporting Persons may at any time and from time to time, in the open market, in privately negotiated transactions or otherwise, acquire additional securities of Sphere 3D including Common Shares, dispose of all or a portion of the securities of Sphere 3D, including the Common Shares, that the Reporting Persons now own or may hereafter acquire, and/or enter into derivative transactions with institutional counterparties with respect to Sphere 3D's securities. In addition, the Reporting Persons may engage in discussions with management of Sphere 3D, members of the board of directors of Sphere 3D, shareholders of Sphere 3D, industry analysts, existing or potential strategic partners or competitors, investment and finance professionals, sources of credit, other investors and other relevant parties concerning the operations, management, composition of Sphere 3D's board of directors and management, ownership, capital structure, balance sheet management, strategy and future plans of Sphere 3D including the possibility of proposing one or more acquisitions, business combinations, mergers, asset sales, asset purchases or other similar transactions involving Sphere 3D and other third parties.

Except as set forth herein, the Reporting Persons do not have present plans or proposals at this time that relate to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. The information set forth in Item 6 of this Schedule 13D is hereby incorporated herein by reference.

**ITEM 5. Interest in Securities of the Issuer**

(a) and (b) Items 7 through 11 and 13 of each of the cover pages of this Schedule 13D are incorporated herein by reference. Such information is based on the 15,300,533 Common Shares outstanding at August 3, 2018 as disclosed by the Issuer in its Quarterly Report on Form 10-Q filed with the SEC on August 14, 2018.

(c) Other than as reported herein, there have been no transactions with respect to the securities of Sphere 3D during the sixty days prior to the date of this Schedule 13D by the Reporting Persons, or to their knowledge, by any executive officer or director of the Reporting Persons.

(d) No other person is known by any Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, securities of Sphere 3D beneficially owned by any Reporting Person.

(e) Not applicable.

**ITEM 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer**

The Reporting Persons may be deemed to be a "group" pursuant to Section 13(d)(3) of the Act. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that the Reporting Persons or any of their respective affiliates are the beneficial owners of any Common Stock beneficially owned by any of the Reporting Persons for purposes of Section 13(d) of the Act, the rules promulgated thereunder or for any other purpose.

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The information set forth in Item 4 of this Schedule 13D is hereby incorporated by reference.

**ITEM 7. Material to be Filed as Exhibits**

- 99.2 Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended (incorporated by reference to Schedule 13D as filed with the Securities and Exchange Commission on December 11, 2014).
  - 99.5 Ninth Amendment to 8% Senior Secured Convertible Debenture, dated July 23, 2018, (incorporated by reference to Exhibit 10.13 of the Issuer's Quarterly Report on Form 10-Q filed with the SEC on August 14, 2018).
  - 99.6 Credit Agreement, dated as of April 6, 2016, by and among Overland Storage, Inc., Tandberg Data GmbH, as borrowers, CB CA SPV, LLC (as successor to Opus Bank), as lender and each of the other parties party thereto (as supplemented, waived or otherwise modified from time to time) (incorporated by reference to Exhibits 10.22, 10.23, 10.24, 10.25, 10.26, 10.27, 10.28, 10.29, the Issuer's Annual Report on Form 10-K filed with the SEC on March 21, 2018; Exhibit 10.4 to the Issuer's Quarterly Report on Form 10-Q filed with the SEC on May 10, 2018; and Exhibits 10.1, 10.3, 10.5, 10.6, 10.8, 10.10 and 10.12 to the Issuer's Quarterly Report on Form 10-Q filed with the SEC on August 14, 2018).
  - 99.7 Assignment and Acceptance of the Credit Agreement, dated August 16, 2018, by and between Colbeck, as Assignor and FBC, as Assignee.
  - 99.8 Notice of Waiver of Default Under the 8% Senior Secured Debenture, dated August 16, 2018.
  - 99.9 Notice of Waiver of Default Under the Credit Agreement, dated August 16, 2018.
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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, each of the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

EXECUTED as a sealed instrument this 17th day of August, 2018

CYRUS CAPITAL PARTNERS, L.P.

By: Cyrus Capital Partners GP, L.L.C., its general partner

By: /s/ Stephen C. Freidheim

Name: Stephen C. Freidheim

Title: Manager

CYRUS CAPITAL PARTNERS GP, L.L.C.

By: /s/ Stephen C. Freidheim

Name: Stephen C. Freidheim

Title: Manager

FBC HOLDINGS S.á r.l.

By: Cyrus Capital Partners, L.P., as investment manager of the shareholders

By: Cyrus Capital Partners GP, L.L.C., its general partner

By: /s/ Stephen C. Freidheim

Name: Stephen C. Freidheim

Title: Manager

STEPHEN C. FREIDHEIM

/s/ Stephen C. Freidheim

Stephen C. Freidheim

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Execution Version

### ASSIGNMENT AND ACCEPTANCE

This Assignment and Acceptance (this “Assignment and Acceptance”) is dated as of the Effective Date set forth below and is entered into by and among the Assignor identified in item 1 below (the “Assignor”), the Assignee identified in item 2 below (the “Assignee”) and each of the Loan Parties to the Credit Agreement identified below (the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto (the “Standard Terms and Conditions”) are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Acceptance as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Lender as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount identified below of all of such outstanding rights and obligations of the Assignor in respect of the Commitments and Loans identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by the Assignor to the Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). For the avoidance of doubt, all rights, title and interest to the Warrant shall be excluded from the Assigned Interest. Each such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Acceptance, without representation or warranty by the Assignor. The benefit of each Security Document shall be maintained in favor of the Assignee.

1. Assignor: CB CA SPV, LLC

2. Assignee: FBC Holdings S.A R.L.

3. Assignee Status:

The Assignee is a Lender	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
The Assignee is an Affiliate of a Lender	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
The Assignee is a Borrower, or an Affiliate or Subsidiary of a Borrower	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

4. Borrowers: Overland Storage, Inc. and Tandberg Data GmbH

5. Credit Agreement: Credit Agreement, dated as of April 6, 2016, by and among Overland Storage, Inc. and Tandberg Data GmbH, as borrowers, CB CA SPV, LLC (as successor to Opus Bank), as lender and each of the other parties party thereto (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”).

6. Assigned Interest:

<u>Assignor</u>	<u>Assignee</u>	<u>Purchase Amount</u>	<u>Type of Debt</u>	<u>Facility</u>
CB CA SPV, LLC	FBC Holdings S.A. R.L.	\$ 10,363,900.35	Term Loans	Term loan facility
CB CA SPV, LLC	FBC Holdings S.A. R.L.	\$ 8,195,017.72	Revolving Loans	Revolving credit facility

7. Agreement Date / Effective Date:

Agreement Date: August 15, 2018

Effective Date: August 16, 2018

8. Release by Loan Parties; Covenant not to Sue; Cancellation of Warrant:

Effective on the Effective Date, each Loan Party, for itself and on behalf of its successors, assigns, officers, directors, employees, agents and attorneys, and any Person acting for or on behalf of, or claiming through it, hereby waives, releases, remises and forever discharges each of Assignor and Assignee, each of its respective Affiliates, and each of their respective successors in title, past, present and future officers, directors, employees, limited partners, general partners, investors, attorneys, assigns, subsidiaries, shareholders, trustees, agents, Consultant and other professionals and all other persons and entities to whom Assignor or Assignee would be liable if such persons or entities were found to be liable to any Loan Party (each a "Releasee" and collectively, the "Releasees"), from any and all past, present and future claims, suits, liens, lawsuits, adverse consequences, amounts paid in settlement, debts, deficiencies, diminution in value, disbursements, demands, obligations, liabilities, causes of action, damages, losses, costs and expenses of any kind or character, whether based in equity, law, contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law (each a "Claim" and collectively, the "Claims"), whether known or unknown, fixed or contingent, direct, indirect, or derivative, asserted or unasserted, matured or unmatured, foreseen or unforeseen, past or present, liquidated or unliquidated, suspected or unsuspected, which any Loan Party ever had from the beginning of the world, now has, or might hereafter have against any such Releasee which relates, directly or indirectly to the Credit Agreement, any other Loan Document, or to any acts or omissions of any such Releasee with respect to the Credit Agreement or any other Loan Document, or to the lender-borrower relationship evidenced by the Loan Documents; provided, that the releases set forth in this paragraph shall not release any Releasee from its duties and obligations, if any, from and after the date hereof that are set forth in the Credit Agreement, any Loan Document, or this Assignment and Acceptance. As to each and every Claim released hereunder, each Loan Party hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, specifically waives the benefit of the provisions of Section 1542 of the Civil Code of California which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

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As to each and every Claim released hereunder, each Loan Party also waives the benefit of each other similar provision of applicable federal or state law of any applicable jurisdiction, if any, pertaining to general releases after having been advised by its legal counsel with respect thereto.

Each Loan Party acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to such Claims and agrees that this instrument shall be and remain effective in all respects notwithstanding any such differences or additional facts. This release shall be and remain in full force and effect notwithstanding the discovery by any Loan Party after the date hereof (i) of any new or additional Claim against any Releasee, (ii) of any new or additional facts in any way relating to this release, (iii) that any fact relied upon by it was incorrect, or (iv) that any representation or warranty made by any Releasee was untrue or that any Releasee concealed any fact, circumstance or claim relevant to any Loan Party's execution of this release. Each Loan Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

Each Loan Party, for itself and on behalf of its successors, assigns, and officers, directors, employees, agents and attorneys, and any Person acting for or on behalf of, or claiming through it, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee above that (i) none of the provisions of the above release shall be construed as or constitute an admission of any liability on the part of any Releasee; (ii) it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by such Person pursuant to this Section 8; and (iii) any attempt to assert a Claim barred by the provisions of this Section 8 shall subject it to the provisions of applicable law setting forth the remedies for the bringing of groundless, frivolous or baseless claims or causes of action. Each Loan Party further agrees that it shall not dispute the validity or enforceability of the Credit Agreement or any of the other Loan Documents or any of its obligations thereunder, or the validity, priority, enforceability or the extent of Lender's Lien on any item of Collateral under the Credit Agreement or the other Loan Documents. If any Loan Party or any Person acting for or on behalf of, or claiming through it, violate the foregoing covenant, such Loan Party, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by such Releasee as a result of such violation. In agreeing to the foregoing release, each Loan Party expressly disclaims any reliance on any representations or warranties, acts or omissions by any of the Releasees and hereby agrees and acknowledges that the validity and effectiveness of the above release do not depend in any way on any such representations or warranties, acts or omissions or the accuracy, completeness or validity thereof.

The Loan Parties and the Assignor agree that with effect on and from the Effective Date, the Warrant be and hereby is cancelled and terminated and is of no further force and effect and the Assignor shall promptly return the original certificate in respect of such Warrant to Overland Storage Inc.

The provisions of this Section 8 shall survive the termination of this Assignment and Acceptance and the other Loan Documents and the payment in full of the Obligations.

[Remainder of page intentionally left blank.]

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The terms set forth in this Assignment and Acceptance are hereby agreed to:

ASSIGNOR

**CB CA SPV, LLC**

By: /s/ Morris Beyda  
Name: Morris Beyda  
Title: Partner & COO

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[Signature Page to Assignment and Acceptance]

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ASSIGNEE

**FBC HOLDINGS S.A R.L.**

By: /s/ Johannes A. van den berg and Paul van den Belt  
Name: Trustmoore Luxembourg S.A.  
Title: Manager A

By: /s/ Jennifer M. Pulick  
Name: Cyrus Capital Partners, LP  
Title: Manager B

[Signature Page to Assignment and Acceptance]

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Consented to:

**OVERLAND STORAGE, INC.**, as a Borrower

By: /s/ Kurt Kalbfleisch  
Name: Kurt Kalbfleisch  
Title: SVP and CFO

**TANDBERG DATA GMBH**, as a Borrower

By: /s/ Kurt Kalbfleisch  
Name: Kurt Kalbfleisch  
Title: Geschäftsführer

[Signature Page to Assignment and Acceptance]

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**GUARANTORS:**

**OVERLAND STORAGE, INC.,** as a Guarantor

By: /s/ Kurt Kalbfleisch

Name: Kurt Kalbfleisch

Title: SVP and CFO

**SPHERE 3D CORP.,** as a Guarantor

By: /s/ Kurt Kalbfleisch

Name: Kurt Kalbfleisch

Title: SVP and CFO

**SPHERE 3D INC.,** as a Guarantor

By: /s/ Kurt Kalbfleisch

Name: Kurt Kalbfleisch

Title: SVP, CFO, and Secretary

**V3 SYSTEMS HOLDINGS, INC.,** as a Guarantor

By: /s/ Kurt Kalbfleisch

Name: Kurt Kalbfleisch

Title: Secretary and CFO

**OVERLAND TECHNOLOGIES LUXEMBOURG S.À R.L.,** as a Guarantor

By: /s/ Kurt Kalbfleisch

Name: Kurt Kalbfleisch

Title: Manager

**TANDBERG DATA HOLDINGS S.À R.L.,** as a Guarantor

By: /s/ Kurt Kalbfleisch

Name: Kurt Kalbfleisch

Title: Geschäftsführer

[Signature Page to Assignment and Acceptance]

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**ANNEX 1 TO ASSIGNMENT AND ACCEPTANCE**

**STANDARD TERMS AND CONDITIONS FOR**

**ASSIGNMENT AND ACCEPTANCE**

1. **Representations and Warranties.**

1.1. **Assignor.** The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrowers, any of their Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document and (iv) the performance or observance by the Borrowers, any of their Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. **Assignee.** The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 9.04(a) of the Credit Agreement (subject to such consents, if any, as may be required under Section 9.04(a) of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has (x) received a copy of the Credit Agreement and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 6.01 of the Credit Agreement, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance and to purchase the Assigned Interest and (y) attached to this Assignment and Acceptance is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee, and (v) it is not a Borrower or an Affiliate or Subsidiary of a Borrower; and (b) agrees that (i) it will, independently and without reliance upon the Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. **General Provisions.** This Assignment and Acceptance shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Acceptance may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Acceptance by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance. This Assignment and Acceptance shall be governed by, and construed in accordance with, the law of the State of California.

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FBC Holdings S.à r.l.  
c/o Trustmoore Luxembourg S.A.  
6 Rue Dicks  
L-1417 Luxembourg  
Luxembourg

August 16, 2018

Sphere 3D Corporation  
240 Matheson Blvd. East  
Mississauga, Ontario, Canada  
L4Z 1X1

Ladies and Gentlemen

**Waiver of Default**

Reference is made to that certain 8% Senior Secured Debenture of Sphere 3D Corporation (as amended, supplemented or otherwise modified from time to time, the "Debenture").

Reference is also made to that certain default notice, dated August 7, 2018, from CB CA SPV, LLC to Overland Storage, Inc. sent pursuant to the terms of the Senior Credit Agreement (the "Default Notice").

Capitalised terms defined in the Debenture or the Default Notice have the same meaning when used in this letter, unless the context requires otherwise.

Corporation and Guarantors failed to deliver a final, definitive confidential information memorandum to Holder regarding the Corporation and Guarantors' business on or before the date required under the Debenture in accordance with Section 7.5(d) of the Debenture. Such failure constitutes an Event of Default pursuant to Section 8.1(c)(ii) of the Debenture (the "Milestone Event of Default").

The occurrence of the Specified Event of Default is an Event of Default under the Debenture pursuant to Section 8.1(l) of the Debenture (the "Cross Default Event of Default").

With effect from the date of this letter the Holder hereby waives the Milestone Event of Default and the Cross Default Event of Default.

The waiver set out in this letter is given without prejudice to any rights or remedies the Holder may have now or in the future with respect to any other matters. The waiver is limited to the Milestone Event of Default and the Cross Default Event of Default only.

Nothing in this letter shall be, or construed as, a waiver, amendment, consent or agreement in respect of any provisions of the Debenture or the Collateral Documents or otherwise, except for the specified waiver set out above. All terms and conditions of the Debenture and other Collateral Documents shall remain in full force and effect.

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**By FBC Holdings S.à r.l. as Holder**

By: /s/Johannes A. van den berg and Paul van den Belt  
Name: Trustmoore Luxembourg S.A.  
Title: Manager A

By: /s/ Jennifer M. Pulick  
Name: Cyrus Capital Partners, LP  
Title: Manager B

---

FBC Holdings S.à r.l.  
c/o Trustmoore Luxembourg S.A.  
6 Rue Dicks  
L-1417 Luxembourg  
Luxembourg

August 16, 2018

Overland Storage, Inc.  
9112 Spectrum Center Blvd.  
San Diego, California 92123  
Attn: Kurt Kalbfleisch

Tandberg Data GmbH  
c/o Overland Storage, Inc.  
9112 Spectrum Center Blvd.  
San Diego, California 92123  
Attn: Kurt Kalbfleisch

Email: kkalbfleisch@overlandstorage.com

Ladies and Gentlemen

**Waiver of Default**

Reference is made to the Credit Agreement, dated as of April 6, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among **OVERLAND STORAGE, INC.**, a California corporation (the "Company"), **TANDBERG DATA GMBH**, a German limited liability company registered with the commercial register of the local court in Dortmund under HRB 5589 ("Subsidiary Borrower") and, together with the Company, collectively, the "Borrowers"), certain other loan parties as named therein and **FBC HOLDINGS S.À R.L.** (as successor to CB CA SPV, LLC) as Lender (the "Lender" and the "Credit Agreement").

Reference is also made to that certain default notice, dated August 7, 2018, from CB CA SPV, LLC (in its capacity as Lender) to the Company (the "Default Notice").

Capitalised terms defined in the Credit Agreement or the Default Notice have the same meaning when used in this letter, unless the context requires otherwise.

The Borrowers failed to deliver a final, definitive confidential information memorandum to the Lender regarding the Borrowers' business on or before the date required under the Credit Agreement in accordance with Section 6.17(l) of the Credit Agreement. Such failure constitutes an Event of Default pursuant to Section 8.01(c)(iii) of the Credit Agreement (the "Milestone Event of Default"). Such failure also constituted an event of default under the Global Debenture which constitutes an Event of Default pursuant to Section 8.01(g) of the Credit Agreement (the "Cross Default Event of Default")

With effect from the date of this letter the Lender hereby (a) waives the Specified Event of Default, the Milestone Event of Default and the Cross Default Event of Default, (b) revokes the declaration set out in the Default Notice that the entire unpaid principal amount of the Loans, all interest accrued and unpaid thereon and all other amount payable under the Credit Agreement and the other Loan Documents are immediately due and payable and (c) revokes the demand set out in the Default Notice that all such amounts are paid immediately to the Lender. This letter does not by its terms reinstate the Commitments which were cancelled pursuant to the Default Notice.

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The waiver set out in this letter is given without prejudice to any rights or remedies the Lender may have now or in the future with respect to any other matters. The waiver is limited to the Specified Event of Default, the Milestone Event of Default and the Cross Default Event of Default only.

By countersigning this letter, each Borrower acknowledges and agrees that all accrued but unpaid interest as at the date of this letter is being paid in kind on the date hereof by being capitalised and added to the principal amount of the Term Loan and the Revolving Loans, as applicable.

Nothing in this letter shall be, or construed as, a waiver, amendment, consent or agreement in respect of any provisions of the Credit Agreement or the other Loan Documents, except for the specified waiver and interest capitalization set out above. All terms and conditions of the Credit Agreement and other Loan Documents shall remain in full force and effect.

This letter may be executed in counterparts. This has the same effect as if the signatures were on a single copy of this letter.

This letter is a Loan Document.

Section 9.20 of the Credit Agreement is incorporated herein by reference.

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**By FBC Holdings S.à r.l. as Lender**

By: /s/Johannes A. van den berg and Paul van den Belt  
Name: Trustmoore Luxembourg S.A.  
Title: Manager A

By: : /s/ Jennifer M. Pulick  
Name: Cyrus Capital Partners, LP  
Title: Manager B

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Acknowledged and Agreed

**OVERLAND STORAGE, INC.**, as a Borrower

By: /s/ Kurt Kalbfleisch  
Name: Kurt Kalbfleisch  
Title: SVP and CFO

**TANDBERG DATA GMBH**, as a Borrower

By: /s/ Kurt Kalbfleisch  
Name: Kurt Kalbfleisch  
Title: Geschäftsführer

---

**GUARANTORS:**

**OVERLAND STORAGE, INC.,** as a Guarantor

By: /s/ Kurt Kalbfleisch

Name: Kurt Kalbfleisch

Title: SVP and CFO

**SPHERE 3D CORP.,** as a Guarantor

By: /s/ Kurt Kalbfleisch

Name: Kurt Kalbfleisch

Title: SVP and CFO

**SPHERE 3D INC.,** as a Guarantor

By: /s/ Kurt Kalbfleisch

Name: Kurt Kalbfleisch

Title: SVP, CFO, and Secretary

**V3 SYSTEMS HOLDINGS, INC.,** as a Guarantor

By: /s/ Kurt Kalbfleisch

Name: Kurt Kalbfleisch

Title: Secretary and CFO

**OVERLAND TECHNOLOGIES LUXEMBOURG S.À R.L.,** as a Guarantor

By: /s/ Kurt Kalbfleisch

Name: Kurt Kalbfleisch

Title: Manager

**TANDBERG DATA HOLDINGS S.À R.L.,** as a Guarantor

By: /s/ Kurt Kalbfleisch

Name: Kurt Kalbfleisch

Title: Geschäftsführer

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