
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16 UNDER THE SECURITIES EXCHANGE ACT OF
1934**

For the month of **April, 2016**

Commission File Number: **001-36532**

SPHERE 3D CORP.

240 Matheson Blvd. East
Mississauga, Ontario, Canada, L4Z 1X1
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Indicate by check mark whether by furnishing the information contained in this Form, the registrant is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes No

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b):

The information contained in this Form 6-K is incorporated by reference into, or as additional exhibits to, as applicable, the registrant's outstanding registration statements.

Overland Storage, Inc., a California corporation (“Overland”) and wholly owned subsidiary of Sphere 3D Corp. (the “Company”), Tandberg Data GmbH, a limited liability company organized under the laws of Germany (“Tandberg” and, together with Overland, collectively the “Borrowers”), and Opus Bank, a California commercial bank, as Lender (“Lender”), have entered into a Credit Agreement, dated as of April 6, 2016 (the “Credit Agreement”). Pursuant to the terms of the Credit Agreement, the Lender will provide the Borrowers a \$10 Million revolving credit facility and Overland \$10 Million term loan facility. The revolving credit facility will mature on April 6, 2018, and the term loan facility will mature the earlier of the maturity date in the Debenture (as defined below) or April 6, 2020. Further, as a condition of the extension of credit to the Borrowers under the Credit Agreement, the Company has agreed to issue to the Lender a warrant (the “Warrant”) for the purchase of up to 1,541,768 common shares at an exercise price of \$1.30 per common share.

The Company also entered into a Second Amendment (the “Second Amendment”) to its existing 8% Senior Secured Convertible Debenture, dated December 1, 2014, issued to FBC Holdings S.a r.l. (the “Debenture”), pursuant to which, among other things, the Debenture has been amended to provide an additional loan of \$5,000,000 under the Debenture (the “Additional Loan”) and to make certain other amendments provided therein. The proceeds of the Additional Loan were used to pay off a portion of the outstanding obligations under the Revolving Credit Agreement referred to below.

In connection with the transactions contemplated by the Credit Agreement and the Second Amendment, the Company and the Borrowers have repaid all outstanding obligations under the Amended and Restated Loan and Security Agreement, dated as of March 19, 2014, by and among the Borrowers and Silicon Valley Bank, as amended, and all outstanding obligations under the Revolving Credit Agreement, dated as of July 10, 2015, by and among the Company, the subsidiaries of the Company party thereto and FBC Holdings S.a r.l., and such Amended and Restated Loan and Security Agreement and the Revolving Credit Agreement have been terminated.

The foregoing descriptions of the Warrant and the Second Amendment do not purport to be complete and are qualified in their entirety by reference to each of the Warrant and the Second Amendment, the forms of which are attached hereto as Exhibits 99.1 and 99.2, respectively, and incorporated herein by reference. The foregoing description of the Credit Amendment does not purport to be complete and is qualified in its entirety by reference to the Credit Amendment, which the Company intends to file as an exhibit to a subsequently-filed Report on Form 6-K. The Company intends to seek confidential treatment for certain portions of the Credit Amendment pursuant to a confidential treatment request to be submitted to the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

Exhibits

[99.1](#) [Warrant](#)

[99.2](#) [Second Amendment](#)

[99.3](#) [News Release dated April 6, 2016](#)

[99.4](#) [News Release dated April 6, 2016](#)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SPHERE 3D CORP.

Date: April 7, 2016

/s/ Eric L. Kelly

Name: Eric L. Kelly

Title: Chief Executive Officer

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION.

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED UNLESS REGISTERED UNDER THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE, AND THE CORPORATION AND ITS TRANSFER AGENT HAS RECEIVED AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THEM TO SUCH EFFECT.

Void after 5:00 p.m. (Toronto time) on the Expiry Date.

WARRANT

For the purchase of Common Shares of

SPHERE 3D CORP.

(Organized under the laws of Ontario)

Number of Warrants: 1,541,768

Warrant Certificate No. 34

This is to certify that, for value received, **OPUS BANK**, 19900 MacArthur Boulevard, 12th Floor, Irvine, California 92612 (the "**Holder**"), shall have the right to purchase from Sphere 3D Corp. (the "**Corporation**"), at any time and from time to time up to 5:00 p.m. (Toronto time) (the "**Expiry Time**") on April 6, 2022 (the "**Expiry Date**"), as amended herein, one fully paid and non-assessable common share in the capital of the Corporation (a "**Common Share**") for each Warrant (individually, a "**Warrant**") represented hereby at a price of US\$1.30 per Common Share (the "**Exercise Price**"), upon and subject to the terms and conditions set forth herein. The term "**Effective Date**" shall mean April 6, 2016.

1. For the purposes of this Warrant Certificate, the term "**Common Shares**" means common shares without par value in the capital of the Corporation as constituted as of the date hereof, provided that in the event of a subdivision, redivision, reduction, combination or consolidation thereof or any other adjustment under section 9 hereof, or successive such subdivisions, redivisions, reductions, combinations, consolidations or other adjustments, then subject to the adjustments, if any, having been made in accordance with the provisions of this Warrant Certificate, "**Common Shares**" shall thereafter mean the shares, other securities or other property resulting from such subdivision, redivision, reduction, combination or consolidation or other adjustment.

2. All Warrant Certificates shall be signed by an officer of the Corporation holding office at the time of signing, or any successor or replacement of such person and notwithstanding any change in any of the persons holding said offices between the time of actual signing and the delivery of the Warrant Certificate, the Warrant Certificate so signed shall be valid and binding upon the Corporation.

3. All rights under any of the Warrants in respect of which the right of subscription and purchase therein provided for shall not theretofore have been exercised shall wholly cease and such Warrants shall be wholly void and of no valid or binding effect after the Expiry Time on the Expiry Date.

4. (a) Pursuant to the terms and conditions set forth in this Warrant, this Warrant is exercisable at any time, in whole or in part, at or before the Expiry Date, at the option of the Holder, upon surrender of this Warrant Certificate to the Corporation together with a duly completed and executed subscription substantially in the form attached as Schedule "A" (the "**Subscription Form**"), in the manner therein indicated, and payment of an amount equal to the Exercise Price multiplied by the number of Common Shares for which this Warrant is then being exercised ("**Warrant Shares**"), which payment may be satisfied, at the option of the Holder, (a) in cash, (b) through the exercise of Net Exercise Rights (as defined below), or (c) through any combination of the foregoing clauses (a) – (b). "**Shares**" as used herein means Common Shares, or any other equity securities into which such Common Shares are converted into or exchanged for in a Company Transaction (as defined below). Except as provided in the following sentence, any exercise of this Warrant hereunder shall be deemed to have been effected immediately prior to the close of business on the day on which this Warrant is surrendered to the Corporation as provided in this Warrant. Notwithstanding the foregoing, if an exercise of all or any portion of this Warrant is being made in connection with (i) a proposed public offering of any capital stock (or other securities) of the Corporation, (ii) a proposed Company Transaction, (iii) a proposed issuance or sale of capital stock or any other securities of the Corporation, or (iv) a proposed transfer of capital stock or other securities of the Corporation, then, at the election of the Holder, such exercise may be conditioned upon the consummation of such public offering, Company Transaction, or issuance, sale or transfer of capital stock or other securities, in which case (A) such exercise shall be effective concurrently with the consummation of such public offering, Company Transaction, or issuance, sale or transfer of capital stock or other securities, and (B) appropriate modifications will be made to the Subscription Form to reflect the conditionality specified in this sentence. At the effective time of any exercise of this Warrant, the person or persons in whose name or names any certificate for the Warrant Shares shall be issuable upon such exercise as provided in this Warrant shall be deemed to have become the holder or holders of record of the Warrant Shares represented by such certificate.
- (b) In lieu of exercising the purchase rights represented by this Warrant on a cash basis, the Holder may elect to exercise such rights represented by this Warrant at any time and from time to time during the term, in whole or in part, on a net-issue basis (the "**Net Exercise Right**") by electing to receive the number of Warrant Shares that are equal in value to the value of this Warrant as determined in accordance with Section 4(c) (or any portion thereof to be canceled in connection with such Net Exercise Right) at the time of any such exercise of the Net Exercise Right, by delivery to the principal offices of the Corporation of this Warrant and a completed and duly executed Notice of Exercise appropriately adjusted to indicate that the Holder is exercising the Net Exercise Right.
- (c) In the event that the Holder shall elect to exercise the rights represented by this Warrant in whole or in part pursuant to the Net Exercise Rights provided in this section, the Corporation shall issue to the Holder the number of Warrant Shares determined in accordance with the following formula:

$$X = \frac{Y(A-B)}{A}$$

where

X = the number of Warrant Shares to be issued to the Holder in connection with such Net Exercise Right.

Y = the number of Warrant Shares purchasable in respect of which the Net Exercise Right is elected in connection with an exercise of Warrants by the Holder.

A = the Current Market Price of one Warrant Share.

B = the Warrant Price in effect as of the date of exercise of the Net Exercise Right (as adjusted pursuant to this Warrant).

- (d) This Warrant is exercisable in whole or in part, at any time and from time to time on or before the Expiry Date set forth above. Notwithstanding any provision herein to the contrary, this Warrant shall automatically be deemed to be exercised in full through the exercise of the Net Exercise Right in the manner set forth in sections 4(b) and (c) of this Warrant, without any further action on behalf of Holder on the earliest date immediately prior to the time this Warrant would otherwise expire.

5. Upon delivery and payment as set forth in section 4, the Corporation shall cause to be issued to the Holder the number of Common Shares subscribed for by the Holder and the Holder shall become a shareholder of the Corporation in respect of such Common Shares with effect from the date of such delivery and payment and shall be entitled to delivery of a certificate or certificates evidencing such shares. The Corporation shall cause such certificate or certificates to be mailed to the Holder at the address or addresses specified in the Subscription Form within five (5) business days of such delivery and payment as set forth in section 4 or, if so instructed by the Holder, held for pick-up by the Holder at the principal office of the Corporation. Notwithstanding any adjustment provided for in section 9 hereof, the Corporation shall not be required upon the exercise of any Warrants to issue fractional Common Shares in satisfaction of its obligations hereunder and the Holder understands and agrees that it will not be entitled to any cash payment or other form of compensation in respect of a fractional Common Share that might otherwise have been issued.

6. (a) The Holder shall have the right to include all or any portion of the Shares underlying the Warrants (collectively, the "**Registrable Securities**") as part of any other registration of securities pursuant to a registration statement filed by the Corporation (other than in connection with a transaction of the type contemplated by Rule 145(a) promulgated under the U.S. Securities Act (as defined below), pursuant to Form S-8, F-4 or S-4 or any equivalent form, or in connection with the registration of securities as required by any agreement entered into by the Corporation prior to the Effective Date); provided, however, that if, in connection with any primary underwritten public offering for the account of the Corporation, the managing underwriter(s) thereof shall, in its reasonable discretion, impose a limitation on the number of Shares which may be included in the registration statement because, in such underwriter(s)' judgment, marketing or other factors dictate such limitation is necessary to facilitate public distribution, then the Corporation shall be obligated to include in such registration statement only such limited portion of the Registrable Securities with respect to which the Holder requested inclusion hereunder as the underwriter shall reasonably permit. Any exclusion of Registrable Securities shall be made pro rata among the holders seeking to include Registrable Securities in proportion to the number of Registrable Securities sought to be included by such holders.
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- (b) The Corporation shall bear all fees and expenses attendant to registering the Registrable Securities pursuant to section 6(a) hereof, but the holders shall pay any and all underwriting commissions and the expenses of any legal counsel selected by the holders to represent them in connection with the sale of the Registrable Securities. In the event of such a proposed registration, the Corporation shall furnish the then-holders of outstanding Registrable Securities with not less than five (5) business days written notice prior to the proposed date of filing of such registration statement. Such notice to the holders shall continue to be given for each registration statement filed by the Corporation until the earlier of such time as all of the Registrable Securities have been (i) sold by the Holder or (ii) registered under a registration statement. The holders of the Registrable Securities shall exercise the "piggy-back" rights provided for herein by giving written notice within two (2) business days of the receipt of the Corporation's notice of its intention to file a registration statement. Notwithstanding anything contained in this Warrant Certificate to the contrary, the Corporation shall have no obligation pursuant to section 6 hereof to register the Registrable Securities held by a Holder, other than the initial Holder of this Warrant Certificate or any of its permitted transferees, where such Holder would then be entitled to sell this Warrant Certificate and the Warrant Shares under Rule 144 promulgated under the U.S. Securities Act (or a successor rule thereto) without restriction (including, without limitation, volume restrictions) and without the need for current public information. No Holder shall have the right to participate in any of the foregoing offerings unless such Holder(s) has or shall furnish to the Corporation a completed and executed questionnaire provided by the Corporation to the Holder(s), at least seven (7) days in advance, requesting information customarily sought of selling security holders.
- (c) Should the registration statement or the effectiveness thereof required by section 6(a) hereof be delayed by the Corporation or the Corporation otherwise fails to comply with such provisions, the Holder(s) shall, in addition to any other legal or other relief available to the Holder(s), be entitled to seek specific performance or other equitable (including injunctive) relief against the threatened breach of such provisions or the continuation of any such breach, without the necessity of proving actual damages and without the necessity of posting bond or other security.

7. The holding of a Warrant shall not constitute the Holder a shareholder of the Corporation nor entitle him to any right or interest in respect thereof except as herein expressly provided.

8. The Corporation covenants and agrees that until the Expiry Time, while any of the Warrants shall be outstanding, it shall reserve and there shall remain unissued out of its authorized capital a sufficient number of Common Shares to satisfy the right of purchase herein provided, as such right of purchase may be adjusted pursuant to sections 9 and 10 hereof. The Corporation further covenants and agrees that while any of the Warrants shall be outstanding, the Corporation shall (a) comply with the securities legislation applicable to it; and (b) use its commercially reasonable efforts to do or cause to be done all things necessary to preserve and maintain its corporate existence. All Common Shares which shall be issued upon the exercise of the right to purchase herein provided for, upon payment therefor of the amount at which such Common Shares may at the time be purchased pursuant to the provisions hereof, shall be issued as fully paid and non-assessable shares and the holders thereof shall not be liable to the Corporation or its creditors in respect thereof.

9. (a) For the purpose of Section 4 and this section 9, unless there is something in the subject matter or context inconsistent therewith, the words and terms defined below shall have the respective meanings specified therefor:

"**Company Transaction**" means: (i) a merger, amalgamation, arrangement or consolidation of the Corporation with or into any other company, entity or person; (ii) a sale, lease, exchange or other transfer in one transaction or a series of related transactions undertaken with a common purpose of all or a majority of the Corporation's then outstanding securities or all or substantially all the Corporation's assets; or (iii) a corporate dissolution or liquidation; provided, however, that a Company Transaction shall not include (X) a merger, amalgamation, arrangement or consolidation of the Corporation in which the holders of the outstanding voting securities of the Corporation immediately prior to the merger, amalgamation, arrangement or consolidation hold at least a majority of the outstanding voting securities of the successor Corporation immediately after the merger, amalgamation, arrangement or consolidation, (Y) a sale, lease, exchange or other transfer of the Corporation's assets to a majority-owned subsidiary company or (Z) a transaction undertaken for the principal purpose of restructuring the equity of the Corporation, including but not limited to, reincorporating the Corporation in a different jurisdiction or creating a holding company, but which in any event does not provide for any distribution of cash or cash equivalents in respect of any security.

"**Current Market Price**" of the Common Shares at any date means the price per share equal to the ten day weighted average closing price of the Common Shares traded on the Nasdaq Global Market ("**Nasdaq**") or, if the Common Shares are not then listed on the Nasdaq, on such other stock exchange on which the shares trade as may be selected by the directors of the Corporation for such purpose; and

"**director**" means a director of the Corporation for the time being and, unless otherwise specified herein, a reference to action "by the directors" means action by the directors of the Corporation as a board or, whenever empowered, subject to applicable law, action by the executive committee of such board; and

- (b) If and whenever at any time after the date hereof and prior to the Expiry Time the Corporation shall (i) subdivide or redivide its then outstanding Common Shares into a greater number of Common Shares, (ii) reduce, combine or consolidate its then outstanding Common Shares into a lesser number of Common Shares or (iii) issue Common Shares (or securities exchangeable for or convertible into Common Shares) to the holders of all or substantially all of its then outstanding Common Shares by way of a stock dividend or other distribution (any of such events herein called a "**Common Share Reorganization**"), then the Exercise Price shall be adjusted effective immediately after the effective date of any such event in (i) or (ii) above or the record date at which the holders of Common Shares are determined for the purpose of any such dividend or distribution in (iii) above, as the case may be, by multiplying the Exercise Price in effect on such effective date or record date, as the case may be, by a fraction, the numerator of which shall be the number of Common Shares outstanding on such effective date or record date, as the case may be, before giving effect to such Common Share Reorganization and the denominator of which shall be the number of Common Shares outstanding immediately after giving effect to such Common Share Reorganization including, in the case where securities exchangeable for or convertible into Common Shares are distributed, the number of Common Shares that would be outstanding if such securities were exchanged for or converted into Common Shares.
- (c) If and whenever at any time after the date hereof and prior to the Expiry Time there is a capital reorganization of the Corporation or a reclassification or other change in the Common Shares (other than a Common Share Reorganization) or a consolidation or merger, amalgamation, arrangement or amalgamation of the Corporation with or into any other corporation or other entity (other than a consolidation, merger, amalgamation, arrangement or amalgamation which does not result in any reclassification of the outstanding Common Shares or a change of the Common Shares into other securities), or a transfer of all or substantially all of the Corporation's undertaking and assets to another corporation or other entity in which the holders of Common Shares are entitled to receive shares, other securities or other property) (any of such events being called a "**Capital Reorganization**"), after the effective date of the Capital Reorganization the Holder shall be entitled to receive, and shall accept, for the same aggregate consideration, upon exercise of the Warrants, in lieu of the number of Common Shares to which the Holder was theretofore entitled upon the exercise of the Warrants, the kind and aggregate number of Common Shares and other securities or property resulting from the Capital Reorganization which the Holder would have been entitled to receive as a result of the Capital Reorganization if, on the effective date thereof, the Holder has been the registered holder of the number of Common Shares to which the Holder was theretofore entitled to purchase or receive upon the exercise of the Warrants. If necessary, as a result of any Capital Reorganization, appropriate adjustments shall be made in the application of the provisions of this Warrant Certificate with respect to the rights and interest thereafter of the Holder such that the provisions of this Warrant Certificate shall thereafter correspondingly be made applicable as nearly as may reasonably be possible in relation to any shares or other securities or property thereafter deliverable upon the exercise of this Warrant Certificate.
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- (d) If and whenever at any time after the date hereof and prior to the Expiry Time, any of the events set out in sections 9 (b) or (c) shall occur and the occurrence of such event results in an adjustment of the Exercise Price pursuant to the provisions of this section 9, then the number of Common Shares purchasable pursuant to this Warrant shall be adjusted contemporaneously with the adjustment of the Exercise Price by multiplying the number of Common Shares then otherwise purchasable on the exercise thereof by a fraction, the numerator of which shall be the Exercise Price in effect immediately prior to the adjustment and the denominator of which shall be the Exercise Price resulting from such adjustment.
 - (e) If the Corporation takes any action affecting its Common Shares to which the foregoing provisions of this section 9, in the opinion of the board of directors of the Corporation, acting in good faith, are not strictly applicable, or if strictly applicable would not fairly adjust the rights of the Holder against dilution in accordance with the intent and purposes hereof, or would otherwise materially affect the rights of the Holder hereunder, then the Corporation shall, subject to the approval of the Nasdaq (or such other stock exchange or quotation system on which the Common Shares are then listed and posted (or quoted) for trading, as applicable), execute and deliver to the Holder an amendment hereto providing for an adjustment in the application of such provisions so as to adjust such rights as aforesaid in such manner as the board of directors of the Corporation may determine to be equitable in the circumstances, acting in good faith. The failure of the taking of action by the board of directors of the Corporation to so provide for any adjustment on or prior to the effective date of any action or occurrence giving rise to such state of facts will be conclusive evidence that the board of directors has determined that it is equitable to make no adjustment in the circumstances.
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10. The following rules and procedures shall be applicable to the adjustments made pursuant to section 9:

- (a) any Common Shares owned or held by or for the account of the Corporation shall be deemed not to be outstanding except that, for the purposes of section 9, any Common Shares owned by a pension plan or profit sharing plan for employees of the Corporation or any of its subsidiaries shall not be considered to be owned or held by or for the account of the Corporation;
 - (b) no adjustment in the Exercise Price or the number of Common Shares purchasable pursuant to this Warrant shall be required unless a change of at least 1% of the prevailing Exercise Price or the number of Common Shares purchasable pursuant to this Warrant would result, provided, however, that any adjustment which, except for the provisions of this section 10(b), would otherwise have been required to be made, shall be carried forward and taken into account in any subsequent adjustment;
 - (c) the adjustments provided for in section 9 are cumulative and shall apply to successive subdivisions, consolidations, dividends, distributions and other events resulting in any adjustment under the provisions of such section;
 - (d) in the absence of a resolution of the board of directors of the Corporation fixing a record date for any dividend or distribution referred to in section 9(b)(iii) above, the Corporation shall be deemed to have fixed as the record date therefor the date on which such dividend or distribution is effected;
 - (e) if the Corporation sets a record date to take any action and thereafter and before the taking of such action abandons its plan to take such action, then no adjustment to the Exercise Price will be required by reason of the setting of such record date;
 - (f) as a condition precedent to the taking of any action which would require any adjustment to the Warrants evidenced hereby, including the Exercise Price, the Corporation must take any corporate action which may be necessary in order that the Corporation shall have unissued and reserved in its authorized capital and may validly and legally issue as fully paid and non-assessable all of the shares or other securities which the Holder is entitled to receive on the full exercise thereof in accordance with the provisions hereof;
 - (g) forthwith, but no later than fourteen (14) days, after any adjustment to the Exercise Price or the number of Common Shares purchasable pursuant to the Warrants, the Corporation shall provide to the Holder a certificate of an officer of the Corporation certifying as to the amount of such adjustment and, in reasonable detail, describing the event requiring and the manner of computing or determining such adjustment;
 - (h) any question that at any time or from time to time arises with respect to the amount of any adjustment to the Exercise Price or other adjustment pursuant to section 9 shall be conclusively determined by a firm of independent chartered accountants (who may be the Corporation's auditors) and shall be binding upon the Corporation and the Holder;
 - (i) any adjustment to the Exercise Price under the terms of this Warrant Certificate shall be subject to the prior approval of the Nasdaq (or such other stock exchange or quotation system on which the Common Shares are then listed and posted (or quoted) for trading, as applicable); and
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- (j) in case the Corporation, after the date of issue of this Warrant Certificate, takes any action affecting the Common Shares, other than an action described in section 9, which in the opinion of the directors of the Corporation would materially affect the rights of the Holder, the Exercise Price will be adjusted in such manner, if any, and at such time, by action by the directors of the Corporation but subject in all cases to any necessary regulatory approval, including approval of the Nasdaq (or such other stock exchange or quotation system on which the Common Shares are then listed and posted (or quoted) for trading, as applicable). Failure of the taking of action by the directors of the Corporation so as to provide for an adjustment on or prior to the effective date of any action by the Corporation affecting the Common Shares will be conclusive evidence that the board of directors of the Corporation has determined that it is equitable to make no adjustment in the circumstances.

11. At least 21 days prior to the effective date or record date, as the case may be, of any event referred to in section 9 herein, the Corporation shall notify the Holder of the particulars of such event and the estimated amount of any adjustment required as a result thereof.

12. On the happening of each and every such event set out in section 9, the applicable provisions of this Warrant Certificate, including the Exercise Price, shall, *ipso facto*, be deemed to be amended accordingly and the Corporation shall take all necessary action so as to comply with such provisions as so amended.

13. The Corporation shall not be required to deliver certificates for Common Shares while the share transfer books of the Corporation are properly closed, having regard to the provisions of sections 9 and 10 hereof, prior to any meeting of shareholders or for the payment of dividends or for any other purpose and in the event of the surrender of any Warrant in accordance with the provisions hereof and the making of any subscription and payment for the Common Shares called for thereby during any such period, delivery of certificates for Common Shares may be postponed for not more than five (5) business days after the date of the re-opening of said share transfer books; provided, however, that any such postponement of delivery of certificates shall be without prejudice to the right of the Holder so surrendering the same and making payment during such period to receive after the share transfer books shall have been re-opened such certificates for the Common Shares called for, as the same may be adjusted pursuant to sections 9 and 10 hereof as a result of the completion of the event in respect of which the transfer books were closed.

14. Subject as hereinafter provided, all or any of the rights conferred upon the Holder by the terms hereof may be enforced by the Holder by appropriate legal proceedings. No recourse under or upon any obligation, covenant or agreement contained herein shall be had against any shareholder, director or officer of the Corporation either directly or through the Corporation, it being expressly agreed and declared that the obligations under the Warrants are solely corporate obligations and that no personal liability whatever shall attach to or be incurred by the shareholders, directors or officers of the Corporation or any of them in respect thereof, any and all rights and claims against every such shareholder, officer or director being hereby expressly waived as a condition of and as a consideration for the issue of the Warrants.

15. The Holder may subscribe for and purchase any lesser number of Common Shares than the number of Common Shares expressed in any Warrant Certificate. In the case of any subscription for a lesser number of Common Shares than expressed in any Warrant Certificate, the Holder hereof shall be entitled to receive, at no cost to the Holder, a new Warrant Certificate in respect of the balance of Warrants not then exercised. Such new Warrant Certificate shall be mailed to the Holder by the Corporation or, at its direction, the transfer agent of the Corporation, contemporaneously with the mailing of the certificate or certificates representing the Common Shares issued pursuant to section 5.

16. If any Warrant Certificate becomes stolen, lost, mutilated or destroyed, the Corporation shall, on such terms as it may in its discretion impose, acting reasonably, issue and sign a new Warrant Certificate of like denomination, tenor and date as the Warrant Certificate so stolen, lost, mutilated or destroyed for delivery to the Holder. The applicant for the issue of a new Warrant Certificate pursuant to this section shall bear the cost of the issue thereof and in the case of mutilation shall as a condition precedent to the issue thereof, deliver to the Corporation the mutilated Warrant Certificate, and in case of loss, destruction or theft shall, as a condition precedent to the issue thereof, furnish to the Corporation such evidence of ownership and of the loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as shall be satisfactory to the Corporation in its discretion and the applicant shall also be required to furnish an indemnity and surety bond in amount and form satisfactory to the Corporation in its discretion and shall pay the reasonable charges of the Corporation in connection therewith.

17. The Holder may transfer the Warrants represented hereby by:

- (a) duly completing and executing the transfer form attached as Schedule "B" ("Transfer Form"); and
- (b) surrendering this Warrant Certificate and the completed Transfer Form, together with such other documents as the Corporation may reasonably request, to the Corporation at the address set forth on the Transfer Form or such other office as may be specified by the Corporation, in a written notice to the Holder, from time to time,

provided that all such transfers shall be effected in accordance with all applicable securities laws, and provided that, after such transfer, the term "Holder" shall mean and include any transferee or assignee of the current or any future Holder. If only part of the Warrants evidenced hereby is transferred, the Corporation will deliver to the Holder and the transferee replacement Warrant Certificates substantially in the form of this Warrant Certificate.

18. Neither the issuance and sale of the securities represented by this Warrant Certificate nor the Common Shares into which these securities are exercisable have been registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") or applicable state securities laws. These securities may not be offered for sale, sold, transferred or assigned unless registered under the U.S. Securities Act and any applicable state securities laws or unless an exemption from such registration is available, and the Corporation and its transfer agent has received an opinion of counsel of recognized standing in form and substance reasonably satisfactory to them to such effect.

18. Any certificate representing Common Shares issued upon the exercise of this Warrant may bear the following legends:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED UNLESS REGISTERED UNDER THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE, AND THE CORPORATION AND ITS TRANSFER AGENT HAVE RECEIVED AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THEM TO SUCH EFFECT."

19. The Corporation will maintain a register of holders of Warrants at its principal office. The Corporation may deem and treat the registered holder of any Warrant Certificate as the absolute owner of the Warrants represented thereby for all purposes, and the Corporation shall not be affected by any notice or knowledge to the contrary except where the Corporation is required to take notice by statute or by order of a court of competent jurisdiction. A Holder shall be entitled to the rights evidenced by such Warrant free from all equities or rights of set-off or counterclaim between the Corporation and the original or any intermediate holder thereof and all persons may act accordingly and the receipt by any such Holder of the Common Shares purchasable pursuant to such Warrant shall be a good discharge to the Corporation for the same and the Corporation shall not be bound to inquire into the title of any such Holder except where the Corporation is required to take notice by statute or by order of a court of competent jurisdiction.

20. The Corporation shall notify the Holder forthwith of any change of the Corporation's address. 21. All notices to be sent hereunder shall be deemed to be validly given to the registered holders of the Warrants if delivered personally or if sent by registered letter through the post addressed to such holders at their post office addresses appearing in the register of Warrant holders caused to be maintained by the Corporation, and such notice shall be deemed to have been given, if delivered personally when so delivered, and if sent by post on the fifth business day next following the post thereof.

22. If for any reason, other than the failure or default of the Holder, the Corporation is unable to issue and deliver the Common Shares or other securities as contemplated herein to the Holder upon the proper exercise by the Holder of the right to purchase any of the Common Shares purchasable upon exercise of the Warrants represented hereby, the Corporation may pay, at its option and in complete satisfaction of its obligations and the rights of the Holder hereunder, to the Holder, in cash, an amount equal to the difference between the Exercise Price and the Current Market Price of such Common Shares or other securities on the date of exercise by the Holder, and upon such payment the Corporation shall have no liability or other obligation to the Holder relating to or in respect of the Warrants or this Warrant Certificate.

23. This Warrant Certificate shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable herein.

24. If one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Warrant Certificate, but this Warrant Certificate shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

25. This Warrant Certificate shall enure to the benefit of and shall be binding upon the Holder and the Corporation and their respective successors and assigns.

IN WITNESS WHEREOF the Corporation has caused this Warrant Certificate to be signed by its duly authorized officer.

DATED as of the 6th day of April, 2016.

SPHERE 3D CORP.

Per: /s/ Kurt Kalbfleisch
Kurt Kalbfleisch, Chief Financial Officer

Schedule "A"

SUBSCRIPTION FORM

TO BE COMPLETED IF WARRANTS ARE TO BE EXERCISED:

TO: SPHERE 3D CORP.
240 Matheson Blvd E., Mississauga, Ontario, L4Z 1X1

The undersigned hereby subscribes for _____ Common Shares of Sphere 3D Corp. according to the terms and conditions set forth in the annexed Warrant Certificate (or such number of other securities or property to which such Warrant Certificate entitles the undersigned to acquire under the terms and conditions set forth in such Warrant Certificate).

Registered Name: _____

Address for Delivery of Common Shares: _____

Attention: _____

[] Exercise Price Tendered (US\$[•] per Common Share or as adjusted) of \$

OR

[] Exercise Price Tendered by exercise of Net Exercise Rights in accordance with Sections 4(b) and (c) of the Warrant

OR

[] Exercise Price Tendered (US\$____ per Common Share or as adjusted) of \$ in cash and the remainder through the exercise of Net Exercise Rights in accordance with Sections 4(b) and (c) of the Warrant

Capitalized terms not defined herein shall have the meanings assigned to them in the Warrant Certificate to which this subscription form is attached.

Dated at _____, this _____ day of _____, 20_____.

WITNESS:

) _____
)
) HOLDER'S NAME
)
) AUTHORIZED SIGNATURE
)
) TITLE (IF APPLICABLE)

Signature guaranteed¹:



1. If the Common Shares are to be registered in a name other than the name of the registered Warrant Holder, the signature of the Warrant Holder must be medallion guaranteed by a bank, trust company or a member of a stock exchange in Canada.

Schedule "B"

WARRANT TRANSFER FORM

FOR VALUE RECEIVED, subject to receipt of prior written approval of SPHERE 3D CORP. (the "Company"), the undersigned (the "Transferor") hereby sells, assigns and transfers unto (name) _____ (the "Transferee") of (residential address)

Warrants of the Company registered in the name of the undersigned represented by the within certificate, and irrevocably appoints the Company as the attorney of the undersigned to transfer the said securities on the register of transfers for the said Warrants, with full power of substitution.

NOTICE: The signature of this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement or any change whatever, and must be guaranteed by a bank, trust company or a member of a recognized stock exchange. The guarantor must affix a stamp bearing the actual words "Signature Guaranteed".

DATED this _____ day of _____, 20____ .

Signature Guaranteed

(Signature of transferring Warrantholder)

Name (please print)

Address

TRANSFeree ACKNOWLEDGMENT

In connection with this transfer the undersigned transferee is delivering a written opinion of U.S. Counsel acceptable to the Company to the effect that this transfer of Warrants has been registered under the 1933 Act or is exempt from registration thereunder.

(Signature of Transferee)

Date

Name of Transferee (please print)

The Warrants and the common shares issuable upon exercise of the Warrants shall only be transferable in accordance with applicable laws. The Warrants may only be exercised in the manner required by the certificate representing the Warrants and the Warrant Exercise Form attached thereto. Any common shares acquired pursuant to this Warrant shall be subject to applicable hold periods and any certificate representing such common shares will bear restrictive legends.

THE DEBENTURE, AS AMENDED HEREBY, IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF APRIL 6, 2016 IN FAVOR OF OPUS BANK, AS LENDER, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

**SECOND AMENDMENT TO
8% SENIOR SECURED CONVERTIBLE DEBENTURE**

This SECOND AMENDMENT TO 8% SENIOR SECURED CONVERTIBLE DEBENTURE (this “**Amendment**”) is made as of April 6, 2016, by and among SPHERE 3D CORPORATION, a corporation incorporated under the laws of the Province of Ontario (the “**Corporation**”), the Guarantors party hereto, and FBC HOLDINGS S.A R.L., a private limited liability company incorporated under the laws of the Grand Duchy of Luxembourg (the “**Holder**”).

RECITALS

A. The Corporation and the Holder are party to that certain 8% Senior Secured Convertible Debenture, dated as of December 1, 2014, in the principal amount of \$19,500,000 (as amended by the First Amendment to 8% Senior Secured Convertible Debenture, dated as of November 30, 2015, the “**Debenture**”). Capitalized terms used herein without definition shall have the meaning assigned to such terms in the Debenture.

B. Concurrently with the effectiveness of this Amendment, Overland Storage, Inc., a California corporation and a wholly owned subsidiary of the Corporation (“**Overland**”), desires to enter into a credit agreement, dated as of the date hereof, by and among Overland and Opus Bank (as amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Senior Credit Agreement**”) to obtain, among other things, senior secured credit facilities in the initial maximum principal amount of \$20,000,000.

C. Concurrently with the effectiveness of this Amendment, the Corporation desires to terminate the Revolving Credit Agreement, dated as of December 31, 2014 (the “**RCA**”), by and among the Corporation, Overland and the Holder and payoff all outstanding obligations thereunder, in part with the proceeds of additional indebtedness issued under the Debenture.

D. The Corporation and the Holder desire to amend the Debenture to permit the foregoing transactions, increase the principal amount of the obligations thereunder, extend the maturity date of the obligations thereunder, among other things, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation and the Holder agree as follows:

1. **Additional Draw under the Debenture.** Concurrently with the effectiveness of this Amendment, the Holder shall make an additional advance of \$5,000,000 to the Corporation (the “**Additional Loan**”) and the proceeds of such Additional Loan shall be automatically applied by the Corporation to repay an amount equivalent to such Additional Loan to the Holder under the RCA (such payment to be made by book entry only), which shall be evidenced by the Debenture, as amended hereby; and interest on such Additional Loan shall accrue from the effective date of this Amendment.

2. **Limited Waiver.**

(a) Subject to the representations and warranties of the Corporation and the terms and conditions set forth in this Amendment, the Holder hereby waives any Event of Default under the Debenture due to any past or present event of default existing under the SVB Credit Agreement (as such term was defined in the Debenture prior giving effect to this Amendment) (the “**Waived Event of Default**”).

(b) The limited waiver set forth in this Amendment shall be limited precisely as written and shall not be deemed (i) to be a forbearance, waiver or modification of any other term or condition of the Debenture, the consent and waiver or of any other instrument or agreement referred to therein or to prejudice any right or remedy which the Holder may now have or may have in the future under or in connection with the Debenture or any instrument or agreement referred to therein other than with respect to the Waived Event of Default; (ii) to be a consent to any future amendment or modification, forbearance or waiver to any instrument or agreement the execution and delivery of which is consented to hereby, or to any waiver of any of the provisions thereof; or (iii) to limit or impair the Holder’s right to demand strict performance of all terms and covenants as of any date. Except as expressly amended hereby, the Debenture and the limited waiver shall continue in full force and effect.

3. **Amendment to Debenture.**

(a) **Amendment to Introductory Paragraphs.** The Introductory Paragraphs of the Debenture are hereby amended by replacing “19,500,000” with “\$24,500,000” in the two places in which it appears.

(b) **Amendment to Section 1.1 (Definitions).** Each of the following definitions in Section 1.1 of the Debenture is hereby amended and restated in its entirety as follows:

“**Collateral**” means the Corporation’s Property and Guarantors’ Property, in each case, subject to the Liens created hereunder and under the Collateral Documents; provided that the Collateral shall not include (a) more than 65% of the capital stock of any direct Foreign Subsidiary or the capital stock of any indirect Foreign Subsidiary; (b) any Disputed Intellectual Property whether registered or not, except that the Collateral shall include all Accounts, General Intangibles, instruments, and chattel paper that consist of other rights to payment and proceeds from the sale, licensing or disposition of any part, or rights in, the Intellectual Property (the “**Rights to Payment**”); (c) intent-to-use trademarks; or (d) any rights or interests in or under, any license, contract, permit, Instrument, Security or franchise to which the Corporation or any Guarantor (as applicable) is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract, permit, Instrument, Security or franchise, result in a breach of the terms of, or constitute a default under, such license, contract, permit, Instrument, Security or franchise (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law or principles of equity), provided, that immediately upon the ineffectiveness, lapse or termination of any such provision the Collateral shall include, and the Corporation and the Guarantors (as applicable) shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect. Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Disputed Intellectual Property is necessary to have a security interest in the Rights to Payments, then the Collateral shall automatically, and effect as of the date of this Debenture, include the Disputed Intellectual Property;

“**Collateral Documents**” means any agreements, instruments and documents delivered from time to time to the Holder by the Corporation or any Guarantor for the purpose of establishing, perfecting, preserving or protecting any Liens granted to the Holder over the Property of the Corporation or such Guarantor, as applicable, as security for the obligations of the Corporation or such Guarantor, as applicable, with respect to the Debenture;

(c) Amendment to Section 1.1 (Definitions). Section 1.1 of the Debenture is hereby further amended by deleting therefrom the definition of “**SVB Credit Agreement**”.

(d) Amendment to Section 1.1 (Definitions). Section 1.1 of the Debenture is hereby further amended by adding the following definitions to Section 1.1 in alphabetical order:

“**Affiliate**” means, as applied to any Person (the “**Specified Person**”), any other Person directly or indirectly controlling, controlled by, or under common control with, the Specified Person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling”, “controlled by” and “under common control with”), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Specified Person, whether through the ownership of voting securities or by contract or otherwise.

“**Closing Date**” means the date of initial closing of this Debenture, which was December 1, 2014.

“**Disputed Intellectual Property**” means intellectual property of the Corporation and Overland that is subject to any pending litigation specifically relating to such intellectual property as of the Closing Date.

“**Domestic Subsidiary**” means a Subsidiary of the Corporation organized under the laws of the United States, any state or territory thereof or the District of Columbia or the Province of Ontario; provided that no Person that is a direct or indirect Subsidiary of a Foreign Subsidiary shall be a Domestic Subsidiary.

“**Equity Interests**” means, with respect to any Person (a) all of the shares of capital stock of, or other ownership or profit interests in, such Person, whether voting or non-voting, and including any partnership, membership or trust interests, (b) all securities or debt convertible into or exchangeable for any of the foregoing, whether directly or indirectly, and (c) all warrants, options and other rights to purchase or acquire any of the foregoing, whether directly or indirectly.

“**First Amendment**” means the First Amendment to this Debenture, dated as of November 30, 2015, by and among the Corporation, the Guarantors and the Holder.

“**Foreign Subsidiary**” means a Subsidiary that is not a Domestic Subsidiary.

“**Indebtedness**” means as applied to any Person, (a) all indebtedness for borrowed money, (b) that portion of obligations with respect to capital leases which is properly classified as a liability on a balance sheet in conformity with GAAP (or prior to December 1, 2014 IFRS), (c) notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money, (d) any obligation owed for all or any part of the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business for which payment is due and is made within 120 days or less), (e) all indebtedness secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured has been assumed by that Person or is nonrecourse to the credit of that Person, (f) obligations in respect of letters of credit, (g) obligations under Hedging Contracts (the amount of which shall be determined by reference to the termination cost on the date of determination), and (h) guarantees of, or similar obligations with respect to, any of the foregoing of any other Person. As used herein, the term “**Hedging Contract**” means any rate or currency swap, cap or collar agreement or any other agreement designed to hedge risk with respect to interest rate or currency fluctuations, whether or not pursuant to a master agreement.

“**Intellectual Property**” means any patent, copyright, service mark, trademark, trade name or other intellectual property or rights therein or licenses thereof.

“**Obligations**” means all obligations of every nature of the Corporation and the Guarantors from time to time owed to the Holder under this Debenture and any Collateral Document, whether for principal interest, fees, expenses, indemnification or otherwise.

“**Permitted Indebtedness**” means:

- (i) the Obligations;
- (ii) Indebtedness existing on the Closing Date disclosed to the Holder in writing;

- (iii) the Senior Indebtedness permitted under Section 2.4;
- (iv) [intentionally omitted];
- (v) unsecured subordinated Indebtedness permitted under Section 2.15 and other subordinated Indebtedness to the extent consented to by the Holder;
- (vi) unsecured Indebtedness to trade creditors incurred in the ordinary course of business;
- (vii) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of business;
- (viii) [intentionally omitted];
- (ix) Indebtedness of the Corporation or Overland to any Subsidiary whose stock is pledged to secure the Obligations and Indebtedness of any Subsidiary of the Corporation to the Corporation or any Subsidiary of the Corporation;
- (x) Indebtedness of any Person that is acquired or merged with or into or consolidated with the Corporation or any of its Subsidiaries (and not created in anticipation or contemplation thereof) and existing on the date of such acquisition, merger or consolidation, provided that such Indebtedness shall not exceed in the aggregate Two Hundred Thousand Dollars (\$200,000.00) at any time outstanding;
- (xi) Indebtedness owing to sureties arising from bid, performance or surety bonds or letters of credit supporting such bid, performance or surety obligations issued on behalf of the Corporation or any of its Subsidiaries as support for, among other things, contracts with customers;
- (xii) Indebtedness of Foreign Subsidiaries in an aggregate principal amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00);
- (xiii) Indebtedness of the Corporation and any of its Domestic Subsidiaries in an aggregate principal amount not to exceed Two Hundred and Fifty Thousand Dollars (US\$250,000.00);
- (xiv) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness (i) through (xiii) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose more burdensome terms upon the Corporation or its Subsidiary, as the case may be; and
- (xv) any future obligations of the Corporation and its Subsidiaries in connection with the issuance of a credit facility with a third party commercial lender on market terms so long as the aggregate principal amount is not increased to an amount in excess of \$3,000,000.

“**Second Amendment**” means the Second Amendment to this Debenture, dated as of April 6, 2016, by and among the Corporation, the Guarantors and the Holder.

“**Senior Credit Agreement**” means the Credit Agreement, dated as of the date hereof, by and among Overland and Opus Bank, as amended, restated, supplemented, replaced, refinanced or otherwise modified from time to time.

(e) Amendment to Section 2.4 (Ranking Subordination). Section 2.4 of the Debenture is hereby amended by replacing “\$11,000,000” appearing therein with “\$21,000,000”.

(f) Amendment to Section 6.14 (Debt). Section 6.14 of the Debenture is hereby amended and restated in its entirety as follows:

“6.14 Debt.

Neither the Corporation nor any of its Subsidiaries has any Indebtedness as of the date hereof, except (a) trade payables and deferred revenue, which are incurred in the ordinary course of business, (b) indebtedness owing in an amount up to \$21,000,000 to a Commercial Lender (including the Senior Credit Agreement), and (c) the Permitted Indebtedness.”

(g) Amendment to Article 6 (Representations and Warranties). Article 6 of the Debenture is hereby amended by adding the following new section at the end thereof:

“6.16 Additional Representations and Warranties.

The representations and warranties set forth on Exhibit A attached to the Second Amendment are true and correct.

(h) Amendment to Section 7.2 (Affirmative Covenants). Section 7.2 of the Debenture is hereby amended by deleting Section 7.2(d) thereof in its entirety.

(i) Amendment to Article 7 (Covenants of the Corporation). Article 7 of the Debenture is hereby amended by adding the following new sections at the end thereof:

“7.3 Additional Affirmative Covenants.

The Corporation covenants with the Holder it shall comply with each of the covenants set forth on Exhibit B attached to the Second Amendment.

7.4 Additional Negative Covenants.

The Corporation covenants with the Holder it shall comply with each of the covenants set forth on Exhibit C attached to the Second Amendment.”

(j) **Amendment to Section 8.1 (Events of Default).** Section 8.1 of the Debenture is hereby amended by adding the following new clauses at the end thereof: "(l) the occurrence of any of the events set forth on Exhibit D attached to the Second Amendment.

4. **Representations of the Parties.** Each of the Corporation and Overland, for itself and not any other party, makes the following representations and warranties for the benefit of Holder:

(a) Such party has the full power and authority to execute and deliver this Amendment and undertake each of their respective obligations contained herein.

(b) This Amendment is the legal, valid and binding obligation of such party, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally and to general equitable principles, and has been duly authorized, executed, and delivered by each party.

(c) Such party is not in default, as of the date hereof, under any obligation, covenant, term or condition binding on such party under the Debenture.

(d) Without prejudice to or derogation from the representations made by the Corporation and/or its Subsidiaries in respect of the Debenture prior to the date hereof, the representations set out in clause 6 of the Debenture (as amended by this Amendment) are true and correct in all material respects as at the date of hereof and as if references therein to "Debenture" and any derivative terms were references to (a) the Debenture (as amended by this Amendment) and, separately, (b) this Amendment.

5. **Governing Law.** This Amendment shall be controlled by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

6. **Currency.** Unless otherwise specified, all references to amounts of money in this Amendment refer to the lawful currency of United States.

7. **Further Assurances.** The parties agree to execute such further and supplemental agreements and documents as may be necessary or useful to effectuate the purposes of this Amendment consistent with the terms hereof.

8. **Counterparts.** This Amendment may be executed in counterparts, and when so fully executed, each of such counterparts shall constitute one and the same document and each of them shall be deemed an original.

9. **Costs and Expenses.** The Corporation shall on demand pay the Holder the amount of all costs and expenses (including legal fees) incurred by it connection with the negotiation, preparation and execution of this Amendment and the completion of the transactions contemplated by this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the date and year first above set forth.

Corporation:

SPHERE 3D CORPORATION

By: /s/ Eric Kelly
Eric Kelly
Chief Executive Officer

By: /s/ Peter Tassiopoulos
Peter Tassiopoulos
President

Guarantors:

SPHERE 3D INC.

By: /s/ Eric Kelly
Eric Kelly
Chief Executive Officer

By: /s/ Peter Tassiopoulos
Peter Tassiopoulos
President

V3 SYSTEMS HOLDINGS, INC.

By: /s/ Eric Kelly
Eric Kelly
Chief Executive Officer

By: /s/ Peter Tassiopoulos
Peter Tassiopoulos
Vice Chairman

Second Amendment to Debenture

OVERLAND STORAGE, INC.

By: /s/ Eric Kelly
Eric Kelly
Chief Executive Officer

By: /s/ Peter Tassiopoulos
Peter Tassiopoulos
President

TANDBERG DATA HOLDINGS, S.A.R.L.

By: /s/ Eric Kelly
Eric Kelly
Chief Executive Officer

By: /s/ Kurt Kalbfleisch
Kurt Kalbfleisch
Chief Financial Officer

Second Amendment to Debenture

HOLDER:

FBC HOLDINGS S.A R.L.

By: /s/ ES Rota, Director; /s/ Sebastian Rimlinger, Proxyholder
Name: Manacor (Luxembourg) S.A.
Title: Manager A

By: /s/ Cyrus Capital Partners L.P.
Name: Cyrus Capital Partners, L.P.
Title: Manager B

Second Amendment to Debenture

Additional Representations and Warranties

6.16.1 Material Adverse Change

(a) Since the Closing Date, there has not been:

(i) any change in the consolidated assets, liabilities, financial condition or operating results of the Corporation from that reflected in the financial statements of the Corporation and its Subsidiaries as at September 30, 2014 as furnished to the Holder, except for changes in the ordinary course of business which have not had and could not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate;

(ii) any material damage, destruction or loss, whether or not covered by insurance to any assets or properties of the Corporation or its Subsidiaries;

(iii) any waiver, not in the ordinary course of business, by the Corporation or any Subsidiary of a material right or of a material Indebtedness owed to it;

(iv) any satisfaction or discharge of any lien, claim or encumbrance or payment of any obligation by the Corporation or a Subsidiary, except in the ordinary course of business and which is not material to the assets, properties, financial condition, operating results or business of the Corporation and its Subsidiaries taken as a whole (as such business is presently conducted and as it is proposed to be conducted);

(v) any change or amendment to the Articles of Incorporation (other than in connection with the transactions contemplated hereby) or Bylaws, or material change to any material contract or arrangement by which the Corporation or any Subsidiary is bound or to which any of their respective assets or properties is subject;

(vi) any material labor difficulties or labor union organizing activities with respect to employees of the Corporation or any Subsidiary;

(vii) any material transaction entered into by the Corporation or a Subsidiary other than in the ordinary course of business;

(viii) the loss of the services of any key employee, or material change in the composition or duties of the senior management of the Corporation or any Subsidiary;

(ix) the loss or, to the Corporation's knowledge, threatened loss of any customer which has had or could reasonably be expected to have a Material Adverse Effect; or

(x) any other event or condition of any character that has had or could reasonably be expected to have a Material Adverse Effect.

6.16.2 Environmental Matters. To the Corporation's knowledge, neither the Corporation nor any Subsidiary is in violation of any statute, rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "Environmental Laws"), owns or operates any real property contaminated with any substance that is subject to any Environmental Laws, is liable for any off-site disposal or contamination pursuant to any Environmental Laws, or is subject to any claim relating to any Environmental Laws, which violation, contamination, liability or claim has had or could reasonably be expected to have a Material Adverse Effect, individually or in the aggregate; and there is no pending or, to the Corporation's knowledge, threatened investigation that might lead to such a claim.

6.13.3 Intellectual Property. The Corporation and the Subsidiaries own, or have obtained valid and enforceable licenses for, or other rights to use, the Intellectual Property necessary for the conduct of the business of the Corporation and the Subsidiaries as currently conducted, except where the failure to own, license or have such rights could not reasonably be expected to result in a Material Adverse Effect, individually or in the aggregate. Except as disclosed in the public filings of the Corporation or its Subsidiaries, to the Corporation's knowledge, there are no third parties who have or will be able to establish rights to any Intellectual Property, except for the ownership rights of the owners of the Intellectual Property which is licensed to the Corporation as disclosed to the Holder prior to the date of this Debenture or where such rights could not reasonably be expected to result in a Material Adverse Effect, individually or in the aggregate; (ii) there is no pending or, to the Corporation's knowledge, threat of any, action, suit, proceeding or claim by others challenging the Corporation or any Subsidiary's rights in or to, or the validity, enforceability, or scope of, any Intellectual Property owned by or licensed to the Corporation or any Subsidiary or claiming that the use of any Intellectual Property by the Corporation or any Subsidiary in their respective businesses as currently conducted infringes, violates or otherwise conflicts with the intellectual property rights of any third party; and (iii) to the Corporation's knowledge, the use by the Corporation or any Subsidiary of any Intellectual Property by the Corporation or any Subsidiary in their respective businesses as currently conducted does not infringe, violate or otherwise conflict with the intellectual property rights of any third party.

6.16.4 Labor Disputes and Casualties.

(a) The Corporation is not a party to or bound by any collective bargaining agreements or other agreements with labor organizations. The Corporation has not violated in any material respect any laws, regulations, orders or contract terms, affecting the collective bargaining rights of employees, labor organizations or any laws, regulations or orders affecting employment discrimination, equal opportunity employment, or employees' health, safety, welfare, wages and hours.

(b) (i) There are no labor disputes existing, or to the Corporation's knowledge, threatened, involving strikes, slow-downs, work stoppages, job actions, disputes, lockouts or any other disruptions of or by the Corporation's employees, (ii) there are no unfair labor practices or petitions for election pending or, to the Corporation's knowledge, threatened before the applicable national regulatory body or any other federal, state or local labor commission relating to the Corporation's employees, (iii) no demand for recognition or certification heretofore made by any labor organization or group of employees is pending with respect to the Corporation and (iv) to the Corporation's knowledge, the Corporation enjoys good labor and employee relations with its employees and labor organizations.

Second Amendment to Debenture

(c) The Corporation is, and at all times has been, in compliance with all applicable laws respecting employment (including laws relating to classification of employees and independent contractors) and employment practices, terms and conditions of employment, wages and hours, and immigration and naturalization, except where the failure to so comply could not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate. There are no claims pending against the Corporation before the Equal Employment Opportunity Commission or any other administrative body or in any court asserting any violation of Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967, 42 U.S.C. §§ 1981 or 1983 or any other federal, state or local law, statute or ordinance barring discrimination in employment or under any equivalent law in any applicable jurisdiction.

(d) To the Corporation's knowledge, the Corporation has no liability for the improper classification by the Corporation of its employees as independent contractors or leased employees prior to the Closing Date.

6.16.5 Solvency. Neither the Corporation nor any of its Subsidiaries has:

- (i) admitted its inability to pay its debts generally as they become due or failed to pay its debts generally as they become due;
- (ii) in respect of itself, filed an assignment or petition in bankruptcy or a petition to take advantage of any insolvency statute;
- (iii) made an assignment for the benefit of its creditors;

(iv) consented to the appointment of a receiver, receiver and manager, monitor, custodian or official with similar powers been appointed by court order or privately of the whole or any substantial part of its assets;

(v) filed a petition or answer seeking a reorganization, arrangement, adjustment or composition in respect of itself under applicable bankruptcy laws or any other applicable law or statute of Canada or any subdivision thereof; or

(vi) been adjudged by a court having jurisdiction a bankrupt or insolvent, nor has a decree or order of a court having jurisdiction been entered for the appointment of a receiver, liquidator, trustee or assignee in bankruptcy of the Corporation with such decree or order having remained in force and undischarged or unstayed for a period of thirty days.

Second Amendment to Debenture

6.16.6 Disclosure. No representation or warranty of the Corporation or any of its Subsidiaries contained in this Debenture or any Collateral Document and none of the statements contained in any other document, certificate, report, financial statement or written statement furnished to the Holder by or on behalf of the Corporation or any of its Subsidiaries pursuant to this Debenture contains any untrue statement of a material fact or omits to state a material fact (known to Corporation, in the case of any document not furnished by it) necessary in order to make the statements contained herein or therein not misleading in light of the circumstances in which the same were made. Any projections and pro forma financial information contained in such materials are based upon good faith estimates and assumptions believed by the Corporation to be reasonable at the time made.

Second Amendment to Debenture

Additional Affirmative Covenants

So long as any Obligation shall remain unpaid, the Corporation will, unless the Holder shall otherwise consent in writing:

7.3.1 Reports. The Corporation will furnish to the Holder and/or its assignees such information relating to the Corporation and its Subsidiaries as from time to time may reasonably be requested by the Holder and/or its assignees; provided, however, that the Corporation shall not disclose material nonpublic information to the Holder, or to advisors to or representatives of the Holder, unless prior to disclosure of such information the Corporation identifies such information as being material nonpublic information and provides the Holder, such advisors and representatives with the opportunity to accept or refuse to accept such material nonpublic information for review and if the Holder wishes to obtain such information, it enters into an appropriate confidentiality agreement with the Corporation with respect thereto.

7.3.2 No Conflicting Agreements. Neither the Corporation nor any of the Guarantors will take any action, enter into any agreement or make any commitment that would conflict or interfere in any material respect with its obligations to the Holder under this Debenture or any Collateral Documents.

7.3.3 Compliance with Laws. The Corporation and the Guarantors will each comply in all material respects with all applicable laws, rules, regulations, orders and decrees of all governmental authorities.

7.3.4 Payment of Obligations. Pay and discharge as the same shall become due and payable, all its obligations and liabilities, including (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP (or prior to December 1, 2014 IFRS) are being maintained by the Corporation or such Subsidiary; (b) all lawful claims which, if unpaid, would by law become a Lien upon its property other than Permitted Liens; and (c) all Obligations, as and when due and payable subject to any applicable grace or cure periods.

7.3.5 Maintenance of Properties. Maintain or cause to be maintained in good repair, working order and condition (ordinary wear and tear excepted) all material properties used or useful in the business of the Corporation and its Subsidiaries and from time to time will make or cause to be made all appropriate repairs, renewals and replacements thereof.

7.3.6 Insurance. The Corporation shall keep its business for risks and in amounts standard for companies in the Corporation's industry and location. Insurance policies shall be in a form, with companies, and in amounts that are reasonably satisfactory to the Holder. As of the date hereof, the Holder agrees that the insurance policies of the Corporation are in forms, with companies, and in amounts that are reasonably satisfactory to the Holder. No later than fifteen (15) days after the Closing Date, (i) all property policies of the Corporation shall have a Holder's loss payable endorsement showing Holder as a Holder loss payee and waive subrogation against the Holder; (ii) all liability policies of the Corporation shall show, or have endorsements showing, the Holder as an additional insured; and (iii) all policies of the Corporation (or their respective endorsements) shall provide that the insurer shall give the Holder at least thirty (30) days' notice before canceling, amending, or declining to renew its policy. At the Holder's request, the Corporation shall deliver certified copies of policies and evidence of all premium payments. Notwithstanding the foregoing, (a) so long as no Event of Default, the Corporation shall have the right to retain the proceeds under all policies, and (b) after the occurrence and during the continuance of an Event of Default, all proceeds payable under such casualty policy shall, at the option of the Holder, be payable to the Holder on account of the Obligations. If the Corporation fails to obtain insurance as required under this Section 7.3.6 or to pay any amount or furnish any required proof of payment to third persons and the Holder, the Holder may upon concurrent notice to the Holder make all or part of such payment or obtain such insurance policies required in this Section 7.3.6, and take any action under the policies the Holder deems prudent.

7.3.7 Inspection. Permit any authorized representatives designated by the Holder and at the expense of the Holder to visit and inspect any of the properties of the Corporation or any of its Subsidiaries, including its and their financial and accounting records, and to make copies and take extracts therefrom, and to discuss its and their affairs, finances and accounts with its and their officers, members, employees, representatives and independent public accountants, all at such reasonable times during normal business hours and as often as may be reasonably requested; provided, that when an Event of Default exists, the foregoing shall be at the expense of the Corporation.

7.3.8 Books and Records. Maintain proper records and accounts in which full, true and correct entries in conformity with GAAP (or prior to December 1, 2014, IFRS), consistently applied shall be made of all financial transactions and matters involving the assets and business of the Corporation and its Subsidiaries.

7.3.9 Formation or Acquisition of Subsidiaries.

(i) At the time that the Corporation or any guarantor of the Obligations that is a Domestic Subsidiary forms any direct or indirect Domestic Subsidiary or acquires any direct or indirect domestic Subsidiary after the date hereof, the Corporation shall (a) cause such new Domestic Subsidiary to become a guarantor of the Obligations hereunder, together with such appropriate financing statements, in form and substance reasonably satisfactory to the Holder, (b) pledge all of the direct or beneficial ownership interest in such new Domestic Subsidiary, in form and substance satisfactory to the Holder, (c) and (d) to the extent requested by the Holder, provide to the Holder all other documentation in form and substance reasonably satisfactory to the Holder, including one or more opinions of counsel reasonably satisfactory to the Holder, which in its opinion is customary with respect to the execution and delivery of the applicable documentation referred to above. Any document, agreement, or instrument executed or issued pursuant to this Section 7.3.9 shall be a Collateral Document.

(ii) At the time that the Corporation forms any direct Foreign Subsidiary or acquires any direct Foreign Subsidiary after the date hereof, the Corporation shall provide to the Holder certificates and powers and financing statements, pledging 65% of the direct or beneficial ownership interest in such new direct Foreign Subsidiary, in form and substance reasonably satisfactory to the Holder, and if requested by the Holder, a stock pledge agreement governed by the local law of the jurisdiction of formation of such Foreign Subsidiary in a form reasonably satisfactory to the Holder.

Exhibit C

Additional Negative Covenants

So long as any Obligation shall remain unpaid, the Corporation will not, without the written consent of the Holder:

7.4.1 Liens, Etc. Create, incur, assume or permit to exist, or permit any of its Subsidiaries to create, incur assume or permit to exist, directly or indirectly, any Lien on or with respect to any property or asset of any kind (including any document or instrument in respect of goods or accounts receivable) of the Corporation or any of its Subsidiaries, whether now owned or hereafter acquired, or any income or profits therefrom, or file or permit the filing of, or permit to remain in effect, any financing statement or other similar notice of any Lien with respect to any such property, asset, income or profits under the UCC or under any similar recording or notice statute, except Permitted Liens.

7.4.2 Indebtedness. Create or suffer to exist, or permit any of its Subsidiaries to create or suffer to exist, any Indebtedness, other than Permitted Indebtedness.

7.4.3 Fundamental Changes. (a) Change its corporate structure; (b) consolidate with or merge into any other corporation or entity, except that a Subsidiary may merge with and into any other Subsidiary or the Corporation; (c) acquire a substantial portion of the assets, business or Equity Interests of another Person except (i) where (x) total consideration including cash and the value of any non-cash consideration for such transaction does not exceed Two Million Dollars (\$2,000,000.00) in the aggregate in any fiscal year of Corporation, (y) no Event of Default has occurred and is continuing or would exist immediately after giving effect to any such transaction, and (z) in the case of a merger, Corporation or such Subsidiary, as the case may be, is the surviving legal entity; and (ii) as permitted under clause (b); (d) liquidate, windup or dissolve; or (d) create any Subsidiary except to the extent Section 7.3.9 is satisfied.

7.4.4 Asset Sales. Convey, sell, lease, transfer or otherwise dispose of, or permit any Subsidiary to convey, sell, lease, transfer or otherwise dispose of, in one transaction or a series of transactions, all or any part of its or its Subsidiary's business, properties or assets outside the ordinary course of business (including Equity Interests of a Subsidiary), whether now owned or hereafter acquired except for transfers (a) of worn-out or obsolete equipment; (b) in connection with Permitted Liens, investments, and any dividends or distributions not prohibited by this Debenture; (c) of non-exclusive licenses for the use of the property of Corporation or its Subsidiaries in the ordinary course of business; (d) involving exclusive licenses of intellectual property in exchange for fair value as reasonably determined by Corporation's board of directors or other managers; (e) of intellectual property not material to the business of Corporation either alone or in the aggregate in exchange for fair value as reasonably determined by Corporation's board of directors or other managers; (f) of cash or cash equivalents in a manner that is not prohibited by the terms of this Debenture; (g) permitted in accordance with Section 7.4.3; (h) involving leases of real or personal property in the ordinary course of business; and (i) of other property sold at fair market value not to exceed Five Hundred Thousand Dollars (\$500,000.00) in the aggregate in any fiscal year of Corporation.

7.4.5 Transactions with Affiliates. Enter into or permit to exist, or permit any of its Subsidiaries to enter into or permit to exist, any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Corporation on terms that are less favorable to Corporation or that Subsidiary, as the case may be, than those that might be obtained at the time from Persons who are not such an Affiliate.

7.4.6 Conduct of Business. Engage in any business, or permit any of its Subsidiaries to engage in any business, other than the businesses engaged in by the Corporation and its Subsidiaries on the date hereof and similar or directly related businesses.

7.4.7 Credit Agreement. Agree any increase in the rate of interest under the terms of the Senior Credit Agreement by more than 200 basis points in excess of the highest rate applicable to such portion of the Indebtedness thereof at the time the loan or commitment comprising such portion was initially made or provided, except in connection with the imposition of a default rate of interest in accordance with the terms of the Senior Credit Agreement or the imposition of market interest rates in respect of any refinancing of such Senior Indebtedness.

Exhibit D

Additional Events of Default

(l)(1) **Representations and Warranties.** Any representation, warranty, certification or other statement made by the Corporation or any of its Subsidiaries in this Debenture or any Collateral Document or in any statement or certificate at any time given by the Corporation or any of its Subsidiaries in pursuant hereto or thereto or in connection herewith or therewith shall have been false in any material respect on the date as of which made;

(l)(2) **Judgments.** Any money judgment, writ or warrant of attachment or similar process involving (i) in any individual case an amount in excess of \$1,000,000 over the amount covered by independent third-party insurance as to which liability has been accepted by the applicable insurance carrier or (ii) in the aggregate at any time an amount in excess of \$1,000,000 over the amount covered by independent third-party insurance as to which liability has been accepted by the applicable insurance carrier, shall be entered or filed against the Corporation or any of its Subsidiaries or any of their respective assets and shall remain undischarged, unvacated, unbonded or unstayed for a period of 60 days (or in any event later than five days prior to the date of any proposed sale thereunder); or

(l)(3) **Cross Default.** (i) the Corporation or any of its Subsidiaries shall fail to pay when due any principal of or interest on or any other amount payable in respect of (a) the Senior Credit Agreement, or (b) one or more items of Indebtedness in an individual principal amount of \$500,000 or more or with an aggregate principal amount of \$500,000 or more; or (ii) the breach or default by the Corporation or any of its Subsidiaries with respect to any other term of (a) one or more items of Indebtedness in the individual or aggregate principal amounts referred to in clause (i) above or (b) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Indebtedness, if the effect of such breach or default is to cause, or to permit the holder or holders of that Indebtedness (or a trustee on behalf of such holder or holders) to cause, that Indebtedness to become or be declared due and payable prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be (upon the giving or receiving of notice, lapse of time, both, or otherwise), other than any breach or default which is cured or waived within 10 Business Days after the end of the applicable cure period thereof, if any, and as a result of which the holders of that Indebtedness are not entitled to declare such Indebtedness due and payable after such 10 Business Days.



[CORRECTION AND REPLACEMENT FROM SOURCE]

Sphere 3D Completes US\$20 Million Debt Financing with Opus Bank

SAN JOSE, Calif. – April 6, 2016 – [Sphere 3D Corp.](#) (NASDAQ: ANY), a containerization, virtualization and data management solutions provider and parent company of Overland Storage and Tandberg Data, today announced that it has entered into a US\$20 Million debt financing, consisting of a US\$10 Million Revolving Credit Facility and a US\$10 Million Term Loan Facility, with [Opus Bank](#) (“Opus”) (NASDAQ: OPB).

Eric Kelly, Chairman and Chief Executive Officer of Sphere 3D commented, “We are coming off a year where we have undertaken a significant transformation and have positioned the company for growth in 2016. In preparing for this growth, we are excited to have the opportunity to partner with Opus Bank, whose strength, leadership and experience in working with leading technology companies, provides us with the necessary foundation to capitalize on our opportunities.”

Kevin McBride, Senior Managing Director and Head of the Technology Banking division at Opus Bank, stated, “Sphere 3D has developed differentiated hybrid cloud solutions and partnered with leading global technology companies to help organizations modernize their IT infrastructure in a flexible and affordable way.” McBride added, “The senior debt solution provided by Opus Bank is an example of Opus’ technology experience and capability to deliver needed financing to middle-market technology companies like Sphere 3D. Opus is pleased to have the opportunity to become Sphere 3D’s lead commercial bank.”

Technology Banking at Opus Bank

Opus Bank’s Technology Banking division serves later stage, venture-backed, private equity, and public middle-market technology companies that focus on intellectual property (IP), software, hardware, and IT services.

About Opus Bank

Opus Bank is an FDIC insured California-chartered commercial bank with \$6.6 billion of total assets, \$5.5 billion of total loans, and \$5.3 billion in total deposits as of December 31, 2015. Opus Bank provides high-value, relationship-based banking products, services, and solutions to its clients through its Retail Bank, Commercial Bank, Merchant Bank, and Correspondent Bank. Opus Bank offers a suite of treasury and cash management and depository solutions and a wide range of loan products, including commercial business, healthcare, technology, multifamily residential, commercial real estate, and structured finance, and is an SBA preferred lender. Opus Bank offers commercial escrow services and facilitates 1031 Exchange transactions through its Escrow and Exchange divisions. Opus Bank provides clients with financial and advisory services related to raising equity capital, targeted acquisition and divestiture strategies, general mergers and acquisitions, debt and equity financing, balance sheet restructuring, valuation, strategy, and performance improvement through its Merchant Banking division and its broker-dealer subsidiary, Opus Financial Partners. Opus Bank operates 58 client experience centers, including 33 in California, 22 in the Seattle/Puget Sound region in Washington, two in the Phoenix metropolitan area of Arizona, and one in Portland, Oregon. Opus Bank is an Equal Housing Lender.

About Sphere 3D

Sphere 3D Corp. (NASDAQ: ANY) delivers containerization and virtualization technologies along with data management products that enable workload-optimized solutions. We achieve this through a combination of containerized applications, virtual desktops, virtual storage and physical hyper-converged platforms. Sphere 3D's value proposition is simple and direct—we allow organizations to deploy a combination of public, private or hybrid Cloud strategies while backing them up with state of the art storage solutions. Sphere 3D, along with its wholly-owned subsidiaries [Overland Storage](#) and [Tandberg Data](#), has a strong portfolio of brands including [Glassware 2.0™](#), [SnapCLOUD™](#), [SnapScale®](#), [SnapServer®](#), [V3](#), [RDX®](#), and [NEO®](#). For more information, visit www.sphere3d.com. Follow us on Twitter @Sphere3D or @overlandstorage.

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Safe Harbor Statement

This press release may contain forward-looking statements that involve risks, uncertainties, and assumptions that are difficult to predict. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of risks and uncertainties including, without limitation, unforeseen changes in the course of Sphere 3D's business or the business of its wholly-owned subsidiaries, including, without limitation, Overland Storage and Tandberg Data; any increase in Sphere 3D's cash needs or our inability to obtain additional debt or equity financing; performance and functionality of our products; the level of success of our collaborations and business partnerships; possible actions by customers, partners, suppliers, competitors or regulatory authorities; and other risks detailed from time to time in Sphere 3D's periodic reports contained in our Annual Information Form and other filings with Canadian securities regulators (www.sedar.com) and in prior periodic reports filed with the United States Securities and Exchange Commission (www.sec.gov), and risks detailed in the Form F-4/A relating to Sphere 3D's merger with Overland Storage filed with the SEC. Sphere 3D undertakes no obligation to update any forward-looking statement, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise.



Sphere 3D Refinances Existing Convertible Note

SAN JOSE, Calif. – April 6, 2016 – [Sphere 3D Corp.](#) (NASDAQ: ANY), a containerization, virtualization and data management solutions provider and parent company of Overland Storage and Tandberg Data, today announced it has terminated its short term loan facility with FBC Holdings S.a.r.l. (“FBC”), by repaying US\$5 Million and by increasing the existing convertible debenture with FBC by US\$5 Million at substantially the same terms, which currently matures in 2018.

FBC is an affiliate of Cyrus Capital Partners, L.P., the investment manager for certain funds, which beneficially owns, directly or indirectly, securities of the company carrying more than 10% of the voting rights attached to the outstanding voting securities of the company. As a result, the additional advance under the existing convertible debenture with FBC constitutes a “related party transaction” within the meaning of Canadian Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* (“MI 61-101”). A resolution of the board of directors was passed to approve the transactions described herein. The director affiliated with Cyrus did not vote on the resolution in respect of the transactions described herein insofar as they involve FBC and such director did not participate in the discussions relating thereto. The company intends to file a material change report in connection with the transactions described herein. However, such material change report will not be filed at least 21 days before the completion of the transactions described herein in order to allow the company to secure the financing opportunities described herein. The company is relying on the exemptions from the “formal valuation” and “minority approval” requirements under MI 61-101 set forth in sections 5.5(a) and 5.7(1) (a) of MI 61-101, respectively, based on the fact that the subject matter of, or consideration for, the transactions contemplated herein insofar as they involve interested parties, as determined by the board of directors of the company and in accordance with MI 61-101, does not exceed 25% of the market capitalization of the company, as determined in accordance with MI 61-101.

About Sphere 3D

Sphere 3D Corp. (NASDAQ: ANY) delivers containerization and virtualization technologies along with data management products that enable workload-optimized solutions. We achieve this through a combination of containerized applications, virtual desktops, virtual storage and physical hyper-converged platforms. Sphere 3D’s value proposition is simple and direct—we allow organizations to deploy a combination of public, private or hybrid Cloud strategies while backing them up with state of the art storage solutions. Sphere 3D, along with its wholly-owned subsidiaries [Overland Storage](#) and [Tandberg Data](#), has a strong portfolio of brands including [Glassware 2.0™](#), [SnapCLOUD™](#), [SnapScale®](#), [SnapServer®](#), [V3®](#), [RDX®](#), and [NEO®](#). For more information, visit www.sphere3d.com. Follow us on Twitter @Sphere3D or @overlandstorage.

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