VOTING AND LOCK-UP AGREEMENT

THIS AGREEMENT is made March 19, 2009

BETWEEN:

The senior management and directors of TUNDRA SEMICONDUCTOR CORPORATION listed on Schedule A (each, a "**Stakeholder**" and collectively, the "**Stakeholders**")

- and -

GENNUM CORPORATION, a corporation incorporated under the laws of the Province of Ontario ("**Gennum**")

RECITALS:

A. Gennum and Tundra intend to enter into a business combination transaction by way of an arrangement (the "**Transactions**") pursuant to an arrangement agreement dated the date hereof (the "**Arrangement Agreement**").

B. As an inducement to Gennum's willingness to enter into the Arrangement Agreement, each Stakeholder undertakes to take certain actions and do certain things to support the Transactions as set out in this voting and lock-up agreement (the "**Agreement**").

C. Each Stakeholder is the registered and/or direct or indirect beneficial owner of the number of issued and outstanding Tundra Shares set forth on Schedule A.

D. Each Stakeholder is the holder of the number of Tundra Options set forth on Schedule A to purchase Tundra Shares granted under one of the Tundra Stock Option Plans.

E. The terms of the Transactions are summarized in the Arrangement Agreement, the form of which is set forth on Schedule B. Capitalized terms used herein, and the terms "affiliate", "person" and "business day", and not otherwise defined have the meanings set forth in the Arrangement Agreement, unless the context indicates otherwise.

THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Stakeholder and Gennum agree as follows:

ARTICLE 1
REPRESENTATIONS AND WARRANTIES

1.1 Stakeholder Representations

Each Stakeholder represents and warrants to Gennum in respect of such Stakeholder only and not any other Stakeholder (and acknowledges that Gennum is relying upon such representations and warranties in completing the Transactions) as follows:

(a) that the common shares in the capital of Tundra and the options to acquire common shares in the capital of Tundra set forth opposite such Stakeholder's name on Schedule A to this Agreement (the "**Shares**" and the "**Options**", respectively) represent all securities or rights to acquire securities of Tundra held of record or beneficially owned by such Stakeholder, or over which such Shareholder has any voting power or dispositive power or other control or direction. In respect of such Shares and Options, such Stakeholder is the sole legal and sole beneficial owner, directly or indirectly, has sole voting power over, sole power of disposition of, sole control and sole direction over, and sole power to agree to all of the matters set forth in this Agreement. Such Stakeholder has good and marketable title to such Stakeholder's Shares and Options, free and clear of any and all liens, pledges, mortgages, charges, restrictions, security interests, encumbrances, adverse claims and demands or rights of others of any nature or kind. Other than the Shares and the Options set out on Schedule A, no other securities of Tundra or rights to acquire securities of Tundra are beneficially owned, held of record or controlled or directed, directly or indirectly, by such Stakeholder;

(b) such Stakeholder has the legal capacity to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered by such Stakeholder (and if such Stakeholder is a corporation, duly authorized by all necessary corporate actions), and assuming the due authorization, execution and delivery by Gennum, this Agreement constitutes the legal, valid and binding obligation of such Stakeholder, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally and general principles of equity;

(c) that there is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of such Stakeholder, threatened against such Stakeholder or any of its properties that, individually or in the aggregate, could impair the ability of such Stakeholder to perform its obligations under this Agreement. There is no judgment, decree or order against such Stakeholder that could prevent, enjoin, alter or delay such Stakeholder from performing its obligations under this Agreement;

(d) such Stakeholder has not previously granted or agreed to grant any proxy or other right to vote in respect of its Shares and Options or entered into any voting trust, nor any pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind as to its Shares and Options except those which are no longer of any force or effect;

(e) no person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, requisition or transfer from such Stakeholder of any of its Shares and Options, or any interest therein or right thereto, except pursuant to this Agreement and the Arrangement Agreement.

(f) neither the execution and delivery of this Agreement by such Stakeholder, the performance by such Stakeholder of its obligations hereunder nor the compliance by such Stakeholder with any of the provisions hereof will result in the creation of any lien or encumbrance on any of its Stakeholder Shares or Options or result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of any constating or governing documents, by-laws or resolutions of such Stakeholder, if applicable, or any Contract or other document to which such Stakeholder is a party or subject, or any judgment, decree, order, statute, law, rule or regulation applicable to such Stakeholder; and

(g) there are no other obligations relating to the Shares and Options outstanding between such Stakeholder or its affiliates, on the one hand, and Tundra or its subsidiaries, on the other hand.

1.2 Gennum Representations

Gennum hereby represents and warrants to each Stakeholder (and acknowledges that the Stakeholder is relying upon such representations and warranties):

(a) that Gennum is a company duly incorporated and validly existing under the Laws of its jurisdiction of incorporation;

(b) Gennum has the legal capacity to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Gennum, and has been duly authorized by all necessary corporate action, and assuming the due authorization, execution and delivery by such Stakeholder, this Agreement constitutes a legal, valid and binding obligation of the Gennum, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally and general principles of equity; and

(c) the execution, delivery, and performance of this Agreement by Gennum, will not (i) constitute a violation of its articles of incorporation or by-laws, each as amended, or (ii) constitute a violation of any Law applicable or relating to it or its businesses.

ARTICLE 2
STAKEHOLDER OBLIGATIONS

2.1 Restrictions on Transfers

(a) Each Stakeholder hereby irrevocably covenants in favour of Gennum that, except as contemplated in this Agreement, such Stakeholder will not: (i) sell, transfer, gift, assign, pledge, hypothecate, encumber or otherwise dispose of any of its Shares or Options or any additional shares of Tundra in respect of which it acquires direct or indirect legal or beneficial ownership or control or direction after the date hereof (the "**Additional Shares**") or any additional options to acquire shares of Tundra in respect of which it acquires direct or indirect legal or beneficial ownership or control or direction after the date hereof (the "**Additional Options**") or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition, derivative transaction or effective economic disposition through cash settlement), or (ii) grant any proxies or powers of attorney, or deposit any of its Shares, Options, Additional Options or Additional Shares (collectively, the "**Owned Securities**") into a voting trust or enter into a voting agreement, pooling agreement, understanding or arrangement with respect to such Owned Securities, without having first obtained the prior written consent of Gennum, which consent is within the sole discretion of Gennum and may be unreasonably withheld.

(b) Notwithstanding the restrictions in Section 2.1(a) above, a Stakeholder may transfer, sell or dispose of any Owned Securities to a company controlled (within the meaning of the *Canada Business Corporations* Act) by such Stakeholder, provided, however, that prior to any such transfer, sale or disposition, the transferee shall agree with Gennum, in form and on terms satisfactory to Gennum, acting reasonably, to be bound by all of the provisions of this Agreement in the same manner as the Stakeholder and the Stakeholder shall remain, with such transferee, jointly and severally liable for its and such transferee's obligations under this Agreement.

2.2 Non-Solicitation

Each Stakeholder agrees in favour of Gennum that it will not, directly or indirectly, negotiate with, solicit, initiate or encourage submission of proposals or offers from, or provide information to, any other person, entity or group relating to an Acquisition Proposal or any Owned Securities. For the avoidance of doubt, nothing in this Agreement limits a Stakeholder from performing his or her fiduciary duties as a director or an officer of Tundra.

2.3 Voting Rights

(a) Subject to completion of a proxy as contemplated under this Agreement, each Stakeholder agrees in favour of Gennum that it will, to the extent permitted under applicable Securities Laws, vote (or cause to be voted) all Owned Securities at any meeting of the shareholders of Tundra, and in any action by written consent of the shareholders of Tundra: (i) in favour of the approval, consent, ratification and adoption of the Transaction (and any actions required in furtherance thereof); or (ii) against any action that would impede, delay, interfere or discourage the Transaction (including, for greater certainty, against (A) any Acquisition Proposal or Superior Proposal, (B) any merger, consolidation, business combination, sale of assets, amalgamation, arrangement, reorganization or recapitalization of Tundra, (C) any sale, lease or transfer of any significant part of the assets of Tundra (D) any dissolution, liquidation or winding up of Tundra, (E) any action to remove or change any of the directors of Tundra and (F) any material change in the capitalization of Tundra, or the corporate structure or charter of Tundra) (in each case where the relevant proposal does not have the express written agreement of Gennum); and (iv) against any action that would result in any breach of any representation, warranty or covenant of Tundra in the Arrangement Agreement. Upon the request or direction of Gennum, each Stakeholder agrees in favour of Gennum that such Stakeholder shall promptly execute and deliver, and not revoke, a proxy appointing such person or persons as Gennum may request or direct as proxy for such Stakeholder, with full power of substitution, to attend, vote and otherwise act for and on behalf of such Stakeholder in respect of any such resolution(s) and such Stakeholder shall have its Owned Securities counted or not counted as part of a quorum in connection with any such meeting relating to matters set forth in this Section 2.3(a). If for any reason such proxy is invalid or not effective or is not delivered promptly after request is made, such Stakeholder hereby unconditionally and irrevocably appoints Gennum as attorney in fact for and on its behalf to act in respect of any such resolution in connection with any meeting of the Tundra securityholders.

(b) For greater certainty, in connection with any matter referred to in Section 2.3(a), other than those matters referred to in Section 2.3(a)(i), each Stakeholder agrees in favour of Gennum that it will consult with Gennum prior to exercising any voting rights attached to its Owned Securities and will exercise or procure the exercise of such voting rights as Gennum instructs.

(c) Upon the written request or direction of Gennum, each Stakeholder will execute and, subject to Section 2.4, not revoke a form of proxy in respect of any such resolution(s), appointing such person or persons as Gennum may request or direct as proxy for such Stakeholder, with full power of substitution, to attend, vote and otherwise act for and on behalf of the Stakeholder in respect of all Owned Securities of the Stakeholder and in respect of all such matters that may come before a meeting of the shareholders of Tundra relating to the Transaction (other than any change in the terms of the Transaction that would decrease the value of the consideration to be received by the Stakeholder) including any action that would impede, interfere or discourage the Transaction, and in such circumstances, the Stakeholder will not be responsible for voting under Section 2.3(a).

(d) Each Stakeholder agrees in favour of Gennum that such Stakeholder shall not, without the prior written consent of Gennum, requisition or join in the requisition of any meeting of the securityholders of Tundra for the purpose of considering any resolution.

2.4 Additional Covenants of each Stakeholder

Each Stakeholder hereby undertakes in favour of Gennum from time to time:

(a) To not make any statements against the Transactions or any aspect thereof and to not bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding or varying such Transactions or any aspect thereof.

(b) To not do indirectly that which it may not do directly in respect of the restrictions on its rights with respect to such Stakeholder's Owned Securities pursuant to this Article 2, including, but not limited to, the sale of any direct or indirect holding company of such Stakeholder or the granting of a proxy on any of such Stakeholder's Owned Securities of any direct or indirect holding company of such Stakeholder which would have, indirectly, the effects prohibited by this Article 2.

(c) To deposit all of such Stakeholder's Owned Securities, together with a duly completed letter of transmittal and election form, with the depositary specified in the Tundra Circular in accordance with the terms thereof.

(d) If such Stakeholder is also a director of Tundra, upon completion of the Plan of Arrangement, to resign as a director of Tundra and its subsidiaries at the time and in the manner requested by Gennum.

(e) If any of such Stakeholder's Owned Securities are registered in the name of a person other than such Stakeholder or otherwise held other than personally, to cause the direct owner of such securities to perform all covenants of such Stakeholder under this Agreement as if such Stakeholder.

(f) To promptly notify Gennum of the number of any Additional Shares and/or Additional Options acquired by such Stakeholder, if any, after the date hereof. Any such securities shall be subject to the terms of this Agreement as though they were Shares and/or Options owned by such Stakeholder on the date hereof.

(g) To promptly notify Tundra upon becoming aware of any Material Adverse Effect in respect of Tundra, in order to allow Tundra to effect its obligations under the Arrangement Agreement.

(h) To not take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Transactions.

2.5 Fiduciary Obligations

Gennum agrees and acknowledges that each Stakeholder is bound hereunder solely in its capacity as a securityholder of Tundra and that the provisions hereof shall not be deemed or interpreted to bind such Stakeholder in any capacity as a director or an officer of Tundra.

2.6 Termination by Stakeholder

The obligations of each Stakeholder set out in Article 2 and any proxy granted thereby shall automatically terminate upon the termination of the Arrangement Agreement in accordance with its terms, provided that each Stakeholder shall be responsible and remains liable for any breach of this Agreement by such Stakeholder occurring prior to the termination of this Agreement.

2.7 Termination by Gennum

Gennum, when not in default in the performance of its obligations under this Agreement, may, at any time and without prejudice to any other rights it may have under this Agreement or otherwise, terminate this Agreement, in respect of any Stakeholder, by notice in writing to such Stakeholder.

2.8 Effect of Termination

In the case of any notice of termination of this Agreement pursuant either Section 2.6 or 2.7, this Agreement shall terminate as between Gennum and the applicable Stakeholder or Stakeholders and be of no further force or effect. Notwithstanding anything else contained herein, such termination shall not relieve any party hereunder from liability for any breach of this Agreement prior to such termination.

2.9 No Ownership Interest

Nothing contained in this Agreement vests in Gennum any direct or indirect ownership or incidence of ownership of or with respect to any Owned Securities. All rights, ownership and economic benefits of and relating to any Owned Securities remain vested in and belong to each applicable Stakeholder, and Gennum has no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of Tundra or exercise any power or authority to direct any Stakeholder in the voting of any of the Owned Securities, except as otherwise provided herein, or in the performance of the Stakeholders' duties or responsibilities as a shareholder of Tundra.

ARTICLE 3
INTENTIONALLY OMITTED

ARTICLE 4
OTHER COVENANTS

4.1 Disclosure

Each Stakeholder also agrees in favour of Gennum:

(a) to details of this Agreement being set out in any information circular produced by Tundra or Gennum in connection with the Transactions; and

(b) to this Agreement being made publicly available on SEDAR and otherwise to the extent required by Law.

4.2 Remedies

Each Stakeholder agrees that an award of monetary damages would not be an adequate remedy for any loss incurred by reason of any breach of this Agreement and that, in the event of any breach or threatened breach of this Agreement by the Stakeholder, Gennum will be entitled to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach or threatened breach of this Agreement by the Stakeholder but will be in addition to all other remedies available at law or in equity to Gennum.

4.3 No Dissent

Each Stakeholder hereby waives and agrees, in favour of Gennum, not to exercise any rights of appraisal or rights of dissent such Stakeholder may have arising from the Transactions.

ARTICLE 5
INTENTIONALLY OMITTED

ARTICLE 6
MISCELLANEOUS

6.1 Interpretation

In this Agreement:

(a) **Governing Law** - This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, and shall be construed and treated in all respects as an Ontario contract. Each Stakeholder hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and irrevocably agrees that the courts of the Province of Ontario are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that, accordingly, any suit, action or proceeding arising out of or in connection with this Agreement may be brought in such courts.

(b) **Headings** - Headings of Sections, Articles and Schedules are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.

(c) **Including** - Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

(d) **Number and Gender** - Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(e) **Severability** - If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, Gennum and such applicable Stakeholder shall negotiate in good faith to modify this Agreement so as to effect the original intent of Gennum and such Stakeholder as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

6.2 Incorporation of Schedules

The Schedules attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A – Stakeholder Shares, Options and Stakeholder Information
Schedule B – Form of Arrangement Agreement

6.3 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any party is not a business day, such action shall be required to be taken on the next succeeding day which is a business day.

6.4 Entire Agreement

This Agreement, together with the agreements and other documents required to be delivered pursuant to this Agreement, constitutes the entire agreement between Gennum and each Stakeholder and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements between Gennum and each Stakeholder pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No reliance has been made upon, and there are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, between Gennum and each Stakeholder in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

6.5 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "**Notice**") must be in writing and is sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by fax or e-mail:

(a) if to Gennum, at:

4281 Harvester Road
Burlington, ON L7L 5M4

Attention: Chad Hutchison
Fax No.: (905) 632-6233
E-mail: chad.hutchison@gennum.com

with a copy to:

Blake, Cassels & Graydon LLP
199 Bay Street
Suite 2800, Commerce Court West
Toronto, ON M5L 1A9

Attention: John Tuzyk
Fax No.: (416) 863-2653
E-mail: john.tuzyk@blakes.com

(b) If to a Stakeholder, at such Stakeholder's address, fax number or e-mail address set out on Schedule A.

with a copy to:

Osler, Hoskin & Harcourt LLP
340 Albert Street
Suite 1900
Ottawa, ON K1R 7Y6

Attention: Elizabeth Walker
Fax No.: (613) 235-2867
E-mail: ewalker@osler.com

Any Notice delivered or transmitted to a party as provided above is deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice is deemed to have been given and received on the next business day.

Gennum may, from time to time, change its address by giving Notice to each Stakeholder in accordance with the provisions of this Section, and each Stakeholder may change its address by giving Gennum such Notice in such manner.

6.6 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound.

6.7 Further Assurances

The parties will with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party will provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

6.8 Time of the Essence

Any date, time or period referred to in this Agreement shall be of the essence, except to the extent to which each applicable Stakeholder and Gennum agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

6.9 Expenses

Gennum and each Stakeholder shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

6.10 Waiver

Each Stakeholder and Gennum agree with each other and confirm to each other that:

(a) any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by any party to be bound or in the case of a waiver, by the party against whom the waiver is to be effective; and

(b) no failure or delay by any Stakeholder or Gennum in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise by such Stakeholder or Gennum.

6.11 Assignability

The provisions of this Agreement are binding upon and enure to the benefit of Gennum and each Stakeholder and their respective successors and permitted assigns. No Stakeholder may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of Gennum. Gennum may not assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement, in respect of any Stakeholder, without the prior written consent of such Stakeholder, except that Gennum may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement, in respect of any Stakeholder, to an affiliate, without reducing its own obligations hereunder, without the consent of such Stakeholder.

6.12 Independent Legal Advice

Each Stakeholder acknowledges in favour of Gennum that it has entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. Each Stakeholder further acknowledges in favour of Gennum that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that it has either done so or waived its right to do so, and agrees in favour of Gennum that this Agreement constitutes a binding legal obligation and that it is estopped from raising any claim on the basis that it has not obtained such advice.

6.13 Public Notices

Each Stakeholder acknowledges and agrees in favour of Gennum that: all public notices to third parties and all other publicity concerning this Agreement, the Arrangement Agreement and the transactions contemplated hereunder and thereunder will be planned and co-ordinated by Gennum and/or Tundra in accordance with the Arrangement Agreement; and such Stakeholder shall not act unilaterally in this regard without the prior approval of Gennum unless such disclosure is required under applicable Securities Laws and stock exchange rules in circumstances where prior consultation with Gennum is not practicable.

6.14 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be delivered by fax or email, and all such counterparts together constitute one agreement.

[The next page is the signature page.]

This Agreement has been agreed and accepted as of the date first set out above.

/s/	(signed) *Daniel Hoste*
Witness	Name: Daniel Hoste Title: President and Chief Executive Officer
/s/	(signed) *Adam Chowaniec*
Witness	Name: Adam Chowaniec Title: Chairman of the Board
/s/	(signed) *David Long*
Witness	Name: David Long Title: Vice President of Finance and Chief Financial Officer
/s/	(signed) *Mike Lupiano*
Witness	Name: Mike Lupiano Title: Vice President of Human Resources
/s/	(signed) *Ed Vopni*
Witness	Name: Ed Vopni Title: Vice President of Engineering & Interim Vice President of Operations
/s/	(signed) *Cheryl Foy*
Witness	Name: Cheryl Foy Title: Vice President, General Counsel and Corporate Secretary
/s/	(signed) *Tracy Richardson*
Witness	Name: Tracy Richardson Title: Vice President of Marketing

[Signature Page to Voting and Lock-Up Agreement]

/s/	(signed) *Richard Riker*
Witness	Name: Richard Riker Title: Vice President of Worldwide Sales
/s/	(signed) *Bob Solberg*
Witness	Name: Bob Solberg Title: Vice President of Engineering and Operations
/s/	(signed) *Cesar Cesaratto*
Witness	Name: Cesar Cesaratto Title: Director
/s/	(signed) *Kevin Francis*
Witness	Name: Kevin Francis Title: Director
/s/	(signed) *Terry Nickerson*
Witness	Name: Terry Nickerson Title: Director
/s/	(signed) *Fred Shlapak*
Witness	Name: Fred Shlapak Title: Director
/s/	(signed) *Charles Thompson*
Witness	Name: Charles Thompson Title: Director

[Signature Page to Voting and Lock-Up Agreement]

GENNUM CORPORATION

By: (signed) *Franz J. Fink*

Name: Franz J. Fink

Title: President and Chief Executive Officer

[Signature Page to Voting and Lock-Up Agreement]

SCHEDULE A

Stakeholder Shares, Options and Stakeholder Information

Stakeholder	Number of Tundra Shares	Number of Tundra Options
Daniel Hoste **[contact information redacted]**	20,000	293,500
Adam Chowaniec **[contact information redacted]**	55,200	37,500
David Long **[contact information redacted]**	5,200	75,000
Mike Lupiano **[contact information redacted]**	0	68,500
Ed Vopni **[contact information redacted]**	0	47,000
Cheryl Foy **[contact information redacted]**	135	54,427
Tracy Richardson **[contact information redacted]**	6,000	25,000
Richard Riker **[contact information redacted]**	0	70,000
Bob Solberg **[contact information redacted]**	0	17,000
Cesar Cesaratto **[contact information redacted]**	4,000	20,000
Kevin Francis **[contact information redacted]**	0	15,000
Terry Nickerson **[contact information redacted]**	5,000	25,000
Fred Shlapak **[contact information redacted]**	0	40,000
Charles Thompson **[contact information redacted]**	12,138	37,500

SCHEDULE B

<u>Form of Arrangement Agreement</u>

[Separately filed on SEDAR]