UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE JANUARY 9, 2024.

THIS WARRANT AND THE SECURITIES DELIVERABLE UPON EXERCISE HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF VECIMA NETWORKS INC. (THE "CORPORATION") THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULES 903 OR 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO THE EXEMPTIONS FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (1) RULE 144 THEREUNDER, IF AVAILABLE, OR (2) RULE 144A THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(1) OR (D) ABOVE, A LEGAL OPINION IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED TO THE CORPORATION'S TRANSFER AGENT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

THIS WARRANT MAY NOT BE EXERCISED UNLESS THE SHARES ISSUABLE UPON EXERCISE MAY BE ISSUED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LEGISLATION OR THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT.

WARRANT CERTIFICATE

VECIMA NETWORKS INC.

NON-TRANSFERABLE COMMON SHARE PURCHASE WARRANT

Certificate No: 2023-3
Number of Warrants: 141,050 Date: September 8, 2023

This Warrant Certificate (this "**Warrant Certificate**"), dated as of the date hereof, is made and entered into by and between Vecima Networks Inc. (the "**Corporation**") and Charter Communications Holding Company, LLC, a Delaware limited liability company ("**Charter**" or the "**Holder**"), the registered holder of the Warrants (as defined below).

WHEREAS the Corporation is party to a Master Purchase Agreement (as amended, the "**MPA**") dated as of March 1, 2019, by and between the Corporation and Charter Communications Operating, LLC, a Delaware limited liability company and an Affiliate of Charter ("**CCO**") and a RPD Agreement dated as of March 6, 2023 by and between the Corporation and CCO, pursuant to which, among other things, CCO, has agreed to purchase certain equipment and products from the Corporation and, to induce CCO to continue to purchase certain equipment and products from the Corporation, the Corporation has agreed to issue to Charter warrants (the "**Warrants**") to purchase up to a total of 141,050 Common Shares (as defined below) in accordance with this Warrant Certificate.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. **Warrants to Purchase Common Shares**. For value received by the undersigned, Charter is the registered holder of 141,050 Warrants. Each Warrant will entitle the Holder to subscribe for and purchase, subject to the terms hereof, one fully paid and non-assessable common share (a "**Common Share**") of the Corporation in lawful money of Canada at any time prior to the Expiration Date (as defined below) at a purchase price equal to the Current Market Price on the date hereof, which is C$17.09 per Common Share (the "**Exercise Price**") for each Warrant represented hereby, all subject to adjustment as hereinafter provided in this Warrant Certificate.

2. **Vesting**.

(a) Upon their issuance, all Warrants will initially be unvested and will not be exercisable unless they become vested in accordance with this Section 2. Unvested Warrants shall only vest, if at all, in accordance with this Section 2 and such Warrants shall, from and after the time of such vesting, be exercisable in accordance with the terms of this Warrant Certificate. Upon vesting in accordance with the terms of this Warrant Certificate, unvested Warrants shall be deemed to be "**Vested Warrants**."

(b) The unvested Warrants shall vest on the date that the total US dollar value of the Products and Services (as defined below) sold by the Corporation to the Holder or its Affiliates that occurred during the period from January 1, 2023 to and including December 31, 2025 (the "**Vesting Deadline**") exceeds at least *[Redacted: commercially sensitive information – dollar amount]* (the "**Total Spend Vesting Condition**"), which amount shall be set out in a written notice from the Holder to the Corporation (the "**Total Spend Notice**") following the Holder's determination that the Total Spend Vesting Condition has been met, the vesting shall occur two (2) business days after receipt by the Corporation of such Total Spend Notice, unless the Corporation has notified the Holder that it disagrees that the Total Spend Vesting Condition has been met, in which case, the vesting shall occur on either (i) the date the parties agree that the Total Spend Vesting Condition has been met in accordance with Section 2(c) below or the date the Independent Expert (as defined below) finally determines that the Total Spend Vesting Condition has been met in accordance with Section 2(d) below, as applicable. For greater certainty, if the Independent Expert determines that the Total Spend Vesting Condition has not been met then the Warrants will not vest until (i) a new Total Spend Notice has been received by the Corporation and the Corporation does not dispute the Total Spend Notice or (ii) the Independent Expert finally determines that the Total Spend Vesting Condition has been met in accordance with Section 2(d).

"**Products**" means current and future developed products of the Corporation, but shall not include any future products that were acquired by the Corporation through an acquisition or any similar transaction. "**Services**" means maintenance and support services related to the Products and professional services.

For the avoidance of doubt, the Products shall be considered "**sold**" if the Corporation has both (x) invoiced the Holder or its applicable Affiliate for the Products and (y) delivered the Products, in each case in accordance with the terms set forth in the MPA or any subsequent master purchase agreement between the parties that supersedes the MPA. All determinations of the "**US dollar value**" of the Products sold shall be measured by reference to the net amount invoiced for the Products reflecting the application of any credits provided by the Corporation, unless otherwise agreed in writing by the parties. Services shall be considered "**sold**" if the Corporation has invoiced the Holder for the applicable Services.

(c) Following the delivery of the Total Spend Notice, if the Corporation has notified the Holder pursuant to Section 2(b) above within two (2) business days after receipt by the Corporation of such Total Spend Notice that it disagrees with the Holder's determination with respect to the Total Spend Vesting Condition then the Corporation and the Holder shall negotiate in good faith to resolve such disagreement within ten (10) business days after the receipt by the Corporation of the Total Spend Notice (the "**Resolution Period**").

(d) If the Corporation and the Holder fail to reach an agreement with respect to the satisfaction of the Total Spend Vesting Condition within the Resolution Period, then the determination of the satisfaction of the Total Spend Vesting Condition shall be submitted for resolution to an independent accounting firm or other financial expert with internationally recognized standing in Canada (the "**Independent Expert**") selected as follows: the Corporation shall submit in writing to the Holder the names of three firms that the Corporation proposes serve as the Independent Expert, the Holder shall select one of such three proposed firms, and the firm so selected shall serve as the Independent Expert. The Independent Expert, acting as an expert and not as arbitrator, will limit its review only to determination of whether the Total Spend Vesting Condition has been met. Each of the Corporation and the Holder shall be permitted to present a supporting brief to the Independent Expert (which supporting brief shall also be concurrently provided to the other party) within 10 days of the appointment of the Independent Expert. Within 10 days of receipt of a supporting brief, the receiving party may present a responsive brief to the Independent Expert (which responsive brief shall also be concurrently provided to the other party). The Independent Expert shall only consider the briefs of the parties, and shall not conduct any independent review, in determining those items and amounts disputed by the parties. The Independent Accountant shall deliver to the parties, as promptly as practicable and in any event within 30 days after its appointment, a written report setting forth the resolution of any such disagreement determined in accordance with the terms of this Warrant Certificate. The Parties agree that the procedure set forth in this Section 2(d) is the sole and exclusive method of resolving such disputes and that absent manifest error, the determination of the Independent Expert shall be final and binding on the parties. The costs of the Independent Expert will be shared equally between the Corporation and the Holder.

3. **Exercise of Warrant**.

(a) Vested Warrants shall, from and after the time of their vesting, be exercisable until January 1, 2031 (the "**Expiration Date**"). For greater certainty, if the determination of the Total Spend Vesting Condition being met has been referred to an Independent Expert and the Independent Expert has not finally determined that the Total Spend Vesting Condition has been met before January 1, 2026, the unvested Warrants shall expire before vesting.

(b) Vested Warrants shall be exercisable for the purchase of the same number of fully paid and non-assessable Common Shares which the Holder may at the time be entitled to receive on exercise of such Vested Warrants and payment of the Exercise Price as set forth below.

(c) The Vested Warrants may be exercised, in whole or in part, by surrendering this Warrant Certificate, together with a subscription form in the form attached as Schedule “A” hereto duly completed and executed and a certified cheque, bank draft or money order in lawful money of Canada payable to or to the order of the Corporation (or a wire transfer of immediately available funds to an account specified by the Corporation), at the office of the Corporation, in the City of Victoria, British Columbia, Canada, or its designated agent. The Corporation will then issue that number of Common Shares specified in the subscription form as fully paid and non-assessable Common Shares of the Corporation.

(d) Net Exercise. Notwithstanding any provisions herein to the contrary, in lieu of exercising this Warrant Certificate by payment of Canadian dollars, the Holder may elect to receive Common Shares equal to the value (as determined below) of this Warrant Certificate (or the portion thereof being cancelled) by surrender of this Warrant Certificate and a duly completed subscription form in the form attached as Schedule “A” hereto, at the principal office of the Corporation in which event the Corporation shall issue to the Holder a number of Common Shares computed using the following formula:

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

Where X = the number of Common Shares to be issued to the Holder

Y = the number of Common Shares purchasable under this Warrant Certificate or, if only a portion of this Warrant Certificate is being exercised, that portion of this Warrant Certificate being canceled (at the date of such calculation)

A = the Fair Market Value of one Common Share (at the date of such calculation)

B = Exercise Price (as adjusted to the date of such calculation).

4. **Partial Exercise**. The Holder may subscribe for and purchase less than the full number of Common Shares of the Corporation entitled to be subscribed for and purchased hereunder. In the event that the Holder subscribes for and purchases less than the full number of Common Shares entitled to be subscribed for and purchased under this Warrant Certificate prior to the Expiration Date, the Corporation shall issue a new Warrant Certificate to the Holder in the same form as this Warrant Certificate with appropriate changes.

5. **Delivery of Common Shares**. Within ten (10) days of receipt of this Warrant Certificate together with a subscription form duly completed and executed in the form attached as Schedule “A” hereto, and if applicable, a wire transfer of immediately available funds to an account specified by the Corporation, the Corporation shall deliver or cause to be delivered to the Holder certificates or direct registration system (“**DRS**”) statements representing the Common Shares subscribed for and purchased by the Holder hereunder, and a replacement Warrant Certificate, if any. The person in whose name any certificate(s) for Common Shares issuable upon exercise of this Warrant Certificate shall be deemed to have become the holder of record of such Common Shares on the date that is the later of: the date on which this Warrant Certificate was surrendered and that on which payment of the Exercise Price was made to the Corporation, if applicable.

6. **No Rights of Shareholders**. Nothing contained in this Warrant Certificate or in the holding of a Warrant Certificate (or in the Warrants evidenced hereby) shall, in itself, confer or be construed as conferring upon the Holder any right or interest whatsoever as a holder of Common Shares of the Corporation including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of

shareholders the corporation or any other proceedings of the Corporation, or the right to dividends and other allocations or other right or interest except as herein expressly provided.

7. **Adjustment of Subscription and Purchase Rights**. From and after the date hereof, the Exercise Price and the number of Common Shares deliverable upon the exercise of the Warrants will be subject to adjustment as set forth below:

(a) Except for any transactions which are Fundamental Transactions (as defined herein), which shall be governed by Section 11, in case of any reclassification of the Common Shares or change of the Common Shares into other shares, or in case of the consolidation, merger, reorganization, arrangement or amalgamation of the Corporation with or into any other corporation or entity which results in any reclassification of the Common Shares or a change of the Common Shares into other shares (any such event being hereinafter referred to as a "**Reclassification of Common Shares**"), at any time prior to the Vesting Deadline, then, with respect to all unvested Warrants at the time of the Reclassification of Common Shares, Holder shall, after the effective date of such Reclassification of Common Shares, upon vesting in accordance with Section 2(b) and upon exercise of the right to purchase Common Shares hereunder, be entitled to receive, and shall accept, in lieu of the number of Common Shares to which the Holder was theretofore entitled upon such exercise, the kind and amount of shares and other securities or property which the Holder would have been entitled to receive as a result of such Reclassification of Common Shares if, on the effective date thereof, the Holder had been the registered holder of the number of Common Shares to which the Holder was theretofore entitled upon such exercise. If necessary, appropriate adjustments shall be made in the application of the provisions set forth in this Section 7 with respect to the rights and interests thereafter of the Holder of this Warrant Certificate to the end that the provisions set forth in this Section 7 shall thereafter correspondingly be made applicable as nearly as may be reasonable in relation to any shares or other securities or property thereafter deliverable upon the exercise of the Warrants evidenced hereby.

(b) If and whenever at any time prior to the Expiration Date the Corporation shall:

(i) subdivide the Common Shares into a greater number of shares;

(ii) consolidate the Common Shares into a lesser number of shares; or

(iii) fix a record date for the issue of, or distribution to, or issue Common Shares, Participating Shares or Convertible Securities (as such terms are defined in Section 18) to all or substantially all of the holders of Common Shares by way of a stock dividend or other distribution on the Common Shares payable in Common Shares, Participating Shares or Convertible Securities,

(any such event being hereinafter referred to as "**Capital Reorganization**") and any such event results in an adjustment in the Exercise Price pursuant to paragraph (c), the number of Common Shares purchasable pursuant to the Warrants evidenced hereby shall be adjusted contemporaneously with the adjustment of the Exercise Price by multiplying the number of Common Shares theretofore purchasable on the exercise thereof by a fraction the numerator of which shall be the Exercise Price in effect immediately prior to such adjustment and the denominator of which shall be the Exercise Price resulting from such adjustment.

(c) If and whenever at any time prior to the Expiration Date, the Corporation shall engage in a Capital Reorganization, the Exercise Price shall, on the effective date, in the case of a subdivision or consolidation, or on the record date, in the case of a stock dividend or other distribution, be adjusted by multiplying the Exercise Price in effect on such effective date or record date by a fraction: (A) the numerator of which shall be the number of Common Shares and Participating Shares outstanding before giving effect to such Capital Reorganization; and (B) the denominator of which is the number of Common Shares and Participating Shares outstanding after giving effect to such Capital Reorganization. The number of Common Shares and Participating Shares outstanding shall include the deemed conversion into or exchange for Common Shares or Participating Shares of any Convertible Securities distributed by way of stock dividend or other such distribution. Such adjustment shall be made successively whenever any event referred to in this paragraph shall occur.

(d) Any issue of Common Shares, Participating Shares or Convertible Securities by way of a stock dividend or other such distribution shall be deemed to have been made on the record date thereof for the purpose of calculating the number of outstanding Common Shares under paragraphs (e) and (f).

(e) If and whenever at any time prior to the Expiration Date, the Corporation shall fix a record date for the issuance or distribution of rights, options or warrants to all or substantially all the holders of Common Shares entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares, Participating Shares or Convertible Securities at a price per share (or having a conversion or exchange price per share) of less than 95% of the Current Market Price (as such term is defined in Section 18) of the Common Shares on such record date (any such event being hereinafter referred to as a "**Rights Offering**"), the Exercise Price shall be adjusted immediately after such record date, as approved by the Toronto Stock Exchange (the "**TSX**"), so that it shall equal the price determined by multiplying the Exercise Price in effect on such record date by a fraction:

(i) the numerator of which shall be the aggregate of: (A) the number of Common Shares outstanding on such record date; and (B) a number determined by dividing whichever of the following is applicable by the Current Market Price of the Common Shares on the record date: (1) the amount obtained by multiplying the number of Common Shares or Participating Shares which the Holders of Common Shares are entitled to subscribe for or purchase by the subscription or purchase price; or (2) the amount obtained by multiplying the maximum number of Common Shares or Participating Shares which the holders of Common Shares are entitled to receive on the conversion or exchange of the Convertible Securities by the conversion or exchange price per share; and

(ii) the denominator of which shall be the aggregate of: (A) the number of Common Shares outstanding on such record date; and (B) whichever of the following is applicable: (1) the number of Common Shares or Participating Shares which the holders of Common Shares are entitled to subscribe for or purchase; or (2) the maximum number of Common Shares or Participating Shares which the holders of Common Shares are entitled to receive on the conversion or exchange of the Convertible Securities,

and if any such event results in an adjustment in the Exercise Price, the number of Common Shares purchasable pursuant to the Warrants evidenced hereby shall be adjusted contemporaneously with the adjustment of the Exercise Price by multiplying the number of Common Shares theretofore purchasable on the exercise thereof by a fraction the numerator of which shall be the Exercise Price in effect immediately prior to such adjustment and the denominator of which shall be the Exercise Price resulting from such adjustment.

To the extent that such Rights Offering is not so made or any such rights, options or warrants are not exercised prior to the expiration thereof, the Exercise Price and the number of Common Shares purchasable pursuant to the Warrants evidenced hereby shall then be readjusted to the Exercise Price and number of Common Shares which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued.

(f) If and whenever at any time prior to the Expiration Date, the Corporation shall fix a record date for the issue or distribution to all or substantially all the holders of Common Shares of:

(i) shares of any class, whether of the Corporation or any other corporation;

(ii) rights, options or warrants;

(iii) evidences of indebtedness; or

(iv) other assets or property;

and if such issue or distribution does not constitute a Capital Reorganization or a Rights Offering or does not consist of rights, options or warrants entitling the holders of Common Shares to subscribe for or purchase Common Shares, Participating Shares or Convertible Securities for a period expiring not more than 45 days after such record date and at a price per share (or having a conversion or exchange price per share) of at least 95% of the Exercise Price of the Common Shares (any such non-excluded event being hereinafter referred to as a "**Special Distribution**") the Exercise Price shall be proportionally adjusted immediately after such date.

To the extent that such Special Distribution is not so made or any such rights, options or warrants are not exercised prior to the expiration thereof, the Exercise Price and the number of Common Shares purchasable pursuant to the Warrants evidenced hereby shall then be readjusted to the Exercise Price and number of Common Shares which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued.

(g) No adjustment in the Exercise Price will be made pursuant to this Section 7 in respect of the issue from time to time of Common Shares issuable from time to time as dividends paid in the ordinary course to holders of Common Shares who exercise an option or election to receive substantially equivalent dividends in Common Shares in lieu of receiving a cash dividend, and any such issue will be deemed not to be a Capital Reorganization.

(h) In any case in which this Section 7 shall require that an adjustment shall become effective immediately after a record date for an event referred to herein, the Corporation may defer, until the occurrence of such event, issuing to the Holder, upon the exercise of the Warrants evidenced hereby after such record date and before the occurrence of such event, the additional Common Shares issuable upon such exercise by reason of the adjustment required by such event; provided, however, that the Corporation shall deliver to the Holder an appropriate instrument evidencing the Holder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares on and after such exercise.

(i) The adjustments provided for in this Section 7 are cumulative, shall, in the case of adjustments to the Exercise Price, be computed to the nearest one-tenth of one cent and shall apply (without duplication) to successive Reclassifications of Common Shares, Capital Reorganizations, Rights Offerings and Special Distributions; provided that, notwithstanding any other provision of this Section 7, no adjustment of the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least 1% of the Exercise Price then in effect (except upon a consolidation of the outstanding Common Shares) (provided, however, that any adjustments which by reason of this paragraph are not required to be made shall be carried forward and taken into account in any subsequent adjustment).

(j) Subject to TSX approval, no adjustment in the number of Common Shares which may be purchased upon exercise of the Warrants evidenced hereby or in the Exercise Price shall be made pursuant to this Warrant Certificate if the Holder is entitled to participate in such event on the same terms mutatis mutandis as if the Holder had exercised the Warrants evidenced hereby for Common Shares prior to the effective date or record date of such event.

(k) Subject to TSX approval, if at any time prior to the Expiration Date the Corporation will take any action affecting the Common Shares, other than an action or an event described above in this Section 7, which in the opinion of the Corporation’s directors would have a material adverse effect upon the rights of the Holder under this Warrant Certificate, the Exercise Price and/or the number of Common Shares purchasable under this Warrant Certificate will be adjusted in such manner and at such time as the Corporation’s directors may determine to be equitable in the circumstances.

(l) In the event of any question or dispute arising with respect to the adjustments provided in this Section 7, such question or dispute shall conclusively be determined by an independent accounting firm acceptable to the Corporation and the Holder, each acting reasonably, and such determination, absent manifest error, shall be binding upon the Corporation and the Holder.

(m) As a condition precedent to the taking of any action which would require an adjustment in the subscription rights pursuant to the Warrants, including the Exercise Price and the number of such classes of shares or other securities or property which are to be received upon the exercise thereof, the Corporation shall take all corporate action which is necessary in order that the Corporation has reserved and there will remain unissued out of its authorized capital a sufficient number of Common Shares for issuance upon the exercise of the Warrants evidenced hereby, and that the Corporation may validly and legally issue as fully paid and non-assessable all the shares of such classes or other securities or may validly and legally distribute the property which the Holder is entitled to receive on the full exercise thereof in accordance with the provisions hereof.

(n) At least 21 days prior to the effective date or record date, as the case may be, of any event which requires an adjustment in the subscription rights pursuant to this Warrant Certificate, including the Exercise Price and the number and classes of shares or other securities or property which are to be received upon the exercise thereof, the Corporation shall give notice to the Holder of the particulars of such event and the required adjustment. If it is not reasonably practicable for the Corporation to give 21 days' notice as aforesaid, the Corporation will give as much notice as is reasonably practicable in the circumstances.

8. **Representations, Warranties, and Covenants of the Corporation**.

(a) The Corporation has all requisite rights, power and authority to execute, deliver and perform this Warrant and consummate the transactions contemplated by this Warrant. The Corporation has duly authorized the execution, delivery and performance of this Warrant. This Warrant is and will be, the valid and binding obligation of the Corporation and enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally or by general equitable principles.

(b) The execution and delivery by the Corporation of, the performance of the Corporation under, and the consummation of the transactions contemplated by, this Warrant do not and will not (a) violate or conflict with any provision of its governing documents, (b) violate any legal requirement in any material respect, (c) require any consent, waiver, approval or authorization of, or any filing with or notice to, any governmental entity or other person, other than filings with federal or state securities regulators, or (d) conflict in any material respect with or constitute a material violation or material breach of or a material default under (without regard to requirements of notice, lapse of time or elections of other persons or any combination thereof), permit or result in the termination, suspension or material modification of, result in the acceleration of (or give any person the right to accelerate) the performance of the Corporation under any material contract of the Corporation.

(c) All Common Shares which are issued upon the exercise of the right of purchase provided in this Warrant Certificate, upon payment therefor of the amount at which such Common Shares may be purchased pursuant to the provisions of this Warrant Certificate, shall be and be deemed to be fully paid and non-assessable shares and free from all taxes, liens and charges with respect to the issue thereof, including specifically any issue or transfer taxes or other incidental expense in respect of said issuance by any Canadian (but not U.S.) taxing authority, all of which taxes and expense will be paid by the Corporation.

(d) The Corporation will cause the Common Shares from time to time subscribed for and purchased in the manner provided in this Warrant Certificate and the certificate representing such Common Shares to be issued and that, at all times prior to the Expiration Date, it will reserve and there will remain unissued and free from preemptive rights a sufficient number of Common Shares to satisfy the right of purchase provided for in this Warrant Certificate.

(e) The Corporation will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder hereof against impairment.

(f) Any changes or amendments to the representations, warranties, or covenants of the Corporation provided under this Section 8 are subject to approval of the TSX.

9. **Representations and Warranties of the Holder**. The Holder represents and warrants that is an "accredited investor" within the meaning of National Instrument 45-106 – *Prospectus Exemptions* ("**NI 45-106**"), and Rule 501 of Regulation D, as presently in effect, as promulgated by the Securities and Exchange Commission under Section 4(a)(2) of the Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and has completed Schedule "B" attached hereto. If the Corporation requests, the Holder shall provide the Corporation with any additional information reasonably necessary for the Corporation to validate which category of "accredited investor" under NI 45-106 applies to the Holder, including executing an accredited investor qualification form.

10. **No Fractional Common Shares**. The Corporation shall not be required to issue fractional Common Shares upon the exercise of the Warrants. If any fractional interest in a Common Share would be deliverable upon the exercise of the Warrants in whole or in part, the Corporation shall, in lieu of delivering any certificate of such fractional interest, round down to nearest whole Common Share.

11. **Early Termination**. In the event of, (i) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions (including, without limitation, any stock acquisition, reorganization, merger, arrangement or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction retain, immediately after such transaction or series of transactions, as a result of shares in the Corporation held by such holders prior to such transaction, at least a majority of the total voting power represented by the outstanding voting securities of the Corporation or such other surviving or resulting entity (or if the Corporation or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent); or (ii) a sale, lease, license or other disposition of all or substantially all of the assets of the Corporation by means of any transaction or series of transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Corporation (each of the above a "**Fundamental Transaction**"), the Corporation shall provide to the Holder ten (10) days advance written notice of the closing of such Fundamental Transaction (provided that (i) if Corporation is restricted from disclosing information regarding the Fundamental Transaction pursuant to a nondisclosure, confidentiality or no-shop/exclusive negotiation obligation, Holder shall agree to be bound by similar restrictive covenants with respect to the Fundamental Transaction and (ii) the Corporation shall not be prevented from Closing the Fundamental Transaction once it has provided the requisite notice). If a Fundamental Transaction occurs before the Vesting Deadline, then in connection with the closing of the Fundamental Transaction, a percentage of the Warrants will automatically vest in an amount equal to the lesser of (i) 100% and (ii) the total US dollar value of the Products and Services sold by the Corporation or its Affiliates to the Holder or its Affiliates that occurred prior to the effective date of the Fundamental Transaction divided by *[Redacted: commercially sensitive information – dollar amount]*, expressed as a percentage, in a manner and at a time which allows the Holder the ability to participate in the Fundamental Transaction with respect to the Common Shares received. If the Holder exercises its vested Warrants in connection with the closing of the Fundamental Transaction, it will participate in a Fundamental Transaction as a holder of such Common Shares, and if the Holder does not exercise the vested Warrants before the Fundamental Transaction, such vested Warrants shall cease to vest and become exercisable, and the Holder shall be entitled to receive consideration in an amount equal to the number of Common Shares then issuable upon exercise of the vested Warrants multiplied by the difference between (1) the consideration received for each Common Share in such Fundamental Transaction (if other than cash, valued by the Corporation's board of directors in its reasonable discretion) and (2) the Exercise Price. If a Fundamental Transaction occurs before the Vesting Deadline, all of Holder's unvested Warrants that do not automatically vest in accordance with the calculation above, will survive the Fundamental Transaction and remain Holder's unvested Warrants in the post-transaction Corporation, subject to vesting in accordance with Section 2 of this Warrant Certificate.

12. **Amendment**. The provisions of these Warrants may from time to time be amended, modified or waived, if such amendment, modification or waiver is in writing and consented to in writing by the Corporation and the Holder.

13. **Confidentiality**. The parties hereto acknowledge that the existence and the terms of this Warrant Certificate and any oral or written information exchanged between the parties in connection with the preparation and performance of this Warrant Certificate are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any party shall be deemed disclosure of such confidential information by such party, which party shall be held liable for breach of this Agreement. In the event a receiving party is required by law, regulation, stock exchange or quotation system rule or court order to disclose any Confidential Information, such receiving party will promptly notify the disclosing party, if legally permitted, in writing prior to making any such disclosure in order to provide a reasonable opportunity for the disclosing party to seek a protective order or other appropriate remedy from the proper authority. Each party agrees to cooperate with the other party in seeking such order or other remedy, and further agrees that if the disclosing party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, the receiving party will furnish only that portion of the Confidential Information that is legally required to be disclosed and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information, including marking all of such information with a confidentiality legend provided by the disclosing party. This Section shall survive the termination of this Agreement for any reason.

14. **Replacement Certificate**. Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of this Warrant Certificate and, if requested by the Corporation, upon delivery of a bond of indemnity satisfactory to the Corporation, acting reasonably (or, in the case of mutilation, upon surrender of this Warrant Certificate), the Corporation will issue to the Holder a replacement certificate (containing the same terms and conditions as this Warrant Certificate).

15. **No Recourse**. No recourse under or upon any obligation, covenant or agreement contained herein shall be had against any shareholder 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 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.

16. **Warrant Shares**.

(a) The Holder hereby agrees and consents by acceptance hereof, that the Holder shall not offer, sell, contract to sell, transfer, assign, pledge, grant an option to purchase or otherwise dispose of the Common Shares issued upon the exercise of the Warrants, if any, before January 1, 2026.

(b) The Holder hereby agrees and consents by acceptance hereof that the certificate(s) or DRS Statement(s) representing Common Shares issuable upon exercise of the Warrants (the "**Warrant Shares**") issued before January 9, 2024 shall be impressed with legends in the following form:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE JANUARY 9, 2024."

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE LISTED ON THE TORONTO STOCK EXCHANGE "TSX"; HOWEVER, THE SAID SECURITIES CANNOT BE TRADED THROUGH THE FACILITIES OF TSX SINCE THEY ARE NOT FREELY TRANSFERABLE, AND CONSEQUENTLY ANY CERTIFICATE REPRESENTING SUCH SECURITIES IS NOT "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON TSX."

In addition to the preceding legends, each certificate representing Warrant Shares originally issued to or for the account or benefit of a U.S. person or a person in the United States shall bear the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF VECIMA NETWORKS INC. (THE "CORPORATION") THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULES 903 OR 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO THE EXEMPTIONS FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (1) RULE 144 THEREUNDER, IF AVAILABLE, OR (2) RULE 144A THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(1) OR (D) ABOVE, A LEGAL OPINION IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED TO THE CORPORATION'S TRANSFER AGENT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

17. **Warrants Non-Transferable**. This Warrant Certificate is only transferrable with the prior written consent of the Corporation, provided, however, that Holder may transfer this Warrant Certificate to an Affiliate without the Corporation's consent.

18. **U.S. Restrictions.** The Warrants and the underlying Common Shares issuable upon exercise thereof have not been and will not be registered under the U.S. Securities Act and may not be offered, sold to, or otherwise transferred for the account or benefit of a U.S. person or a person in the United States

absent registration under the U.S. Securities Act and all applicable state securities laws or compliance with the requirements of an exemption therefrom. The Warrants may not be exercised by or on behalf of a person in the United States, unless an exemption from registration is available under the U.S. Securities Act and any applicable state securities laws and, if required by the Corporation, the Corporation has received an opinion of counsel of recognized standing or other evidence to such effect in form and substance reasonably satisfactory to the Corporation.

19. **Definitions**.

(a) "**Affiliate**" shall mean any individual, partnership, corporation, trust or other entity or association, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Holder. The term "control," as used in the immediately preceding sentence, shall mean possession, directly or indirectly of at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the power to direct or cause the direction of the management or policies of an entity whether through ownership of securities, by contract or otherwise.

(b) "**Convertible Security**" means a security convertible into or exchangeable or exercisable for a Common Share or a Participating Share or both.

(c) "**Current Market Price**" means, for the purpose of any computation under this Warrant Certificate, the "Current Market Price" at any date shall be the weighted average price per share for the 20 consecutive trading days before such date on the Toronto Stock Exchange in the Common Shares (or, if the Common Shares are not listed on such stock exchange, on such other stock exchange on which the Common Shares are listed as may be selected for such purpose by the directors of the Corporation or, if the Common Shares are not listed on any stock exchange, then on the over-the-counter market), except that if any stock exchange on which the Common Shares are then trading requires that the Current Market Price be calculated in a different manner, then the Current Market Price shall be calculated in such different manner. The weighted average price shall be determined by dividing the aggregate sale price of all such shares sold on the said exchange or market during the said 20 consecutive trading days by the total number of such shares so sold.

(d) "**Fair Market Value**" means: (A) if the Common Shares are then traded or quoted on a nationally recognized securities exchange, inter-dealer quotation system or over-the-counter market (a "**Trading Market**") and the Class is Common Shares, the fair market value of a Common Share shall be the Current Market Price, or (B) if the Common Shares are not then traded in a Trading Market, the Board of Directors of the Corporation shall determine the fair market value of a Common Share in its reasonable good faith judgment, as approved by the TSX, provided that such analysis is current (i.e., not more than 12 months old), and provided, further, that Holder may object to the Corporation's valuation by providing written notice to Corporation in connection with its surrender of Vested Warrants pursuant to Section 3. If Holder so objects, both Holder and the Corporation shall have sixty (60) days to obtain an independent third-party valuation analysis on the Corporation and the Corporation shall facilitate and accommodate such valuation analyses. If the higher appraisal is 110% or less of the lower appraisal, the average of the two appraisals will be the Fair Market Value. If the higher appraisal is more than 110% of the lower appraisal, then the appraisers selected by the parties will jointly select as promptly as practical a third appraiser to determine the Fair Market Value and who will make such determination within thirty (30) days following its selection. The average of the two closest appraisers' determinations will then be the Fair Market Value, and if there are not two closest appraisals, then the average of the three appraisals will be the Fair Market Value. Each party will pay the fees and costs of any appraiser it selects, and each party will pay an equal amount of the fees and costs of any third appraiser involved in a determination of Fair Market Value.

(e) "**Participating Share**" means a share (other than a Common Share) that carries the right to participate in earnings to an unlimited degree.

(f) The terms "**U.S. person**" and "**United States**" have the meanings ascribed thereto in Sections 902(k) and 902(l), respectively, of Regulation S under the U.S. Securities Act.

20. **General**.

(a) The headings in this certificate are for reference only and do not constitute terms of the Warrant Certificate.

(b) Whenever the singular or masculine is used in this Warrant Certificate the same shall be deemed to include the plural or the feminine or the body corporate as the context may require.

(c) This Warrant Certificate shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(d) This Warrant Certificate shall be subject to, governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties hereto irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia, sitting in the City of Vancouver, with respect to any dispute related to or arising from this Warrant.

(e) All references herein to monetary amounts are references to lawful money of Canada.

(f) Any notice required or permitted by this Warrant Certificate shall be in writing and shall be deemed sufficient upon receipt, when delivered via electronic mail with confirmed receipt, personally or by courier, overnight delivery service, or five business days after being deposited in the mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address as set forth below or as subsequently modified by written notice.

IN WITNESS WHEREOF the Corporation has caused this Warrant Certificate to be executed this 8th day of September, 2023.

VECIMA NETWORKS INC.

By: *(signed by Authorized Signatory)*
Authorized Signatory

HOLDER:

CHARTER COMMUNICATIONS HOLDING COMPANY, LLC

By: *(signed by Authorized Signatory)*
Authorized Signatory

SCHEDULE "A"

SUBSCRIPTION FORM

(To be signed only upon exercise of such Warrant)

Vecima Networks Inc.
771 Vanalman Avenue
Victoria, British Columbia
V8Z 3B8

Attention: Heather Asher, General Counsel & Corporate Secretary
Email: *[Redacted: contact information]*

Dear Sirs:

The undersigned holder of the attached Warrant Certificate hereby subscribes for _______________ common shares (the "**Shares**") of Vecima Networks Inc. (the "**Corporation**") pursuant to the terms of the Warrant Certificate at the Exercise Price (as defined in the Warrant Certificate) on the terms specified in the Warrant Certificate and contemporaneously with the execution and delivery hereof makes payment therefor on the terms specified in the Warrant Certificate.

The undersigned holder represents, warrants and certifies as follows (one (only) of the following must be checked):

☐ A. The undersigned holder at the time of exercise of the Warrants (i) is not in the United States; (ii) is not a U.S. person and is not exercising the Warrants on behalf of a U.S. person or a person in the United States; and (iii) did not execute or deliver this Election to Exercise in the United States.

☐ B. The undersigned holder at the time of exercise of the Warrants (i) is the original holder who acquired the Warrants in the United States in connection with the transactions described in the recitals of the Warrant Certificate and who completed and delivered the Accredited Investor Status Certificate in Schedule "B" of the Warrant Certificate to the Corporation in connection with its acquisition of the Warrants; (ii) is exercising the Warrants for its own account, and (iii) is an "accredited investor" as defined in Rule 501(a) of Regulation D under Section 4(a)(2) of the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), at the time of exercise of these Warrants and the representations and warranties of the holder made in Appendix B of the Accredited Investor Status Certificate remain true and correct as of the date of exercise of these Warrants.

☐ C. The undersigned holder has delivered an opinion of counsel of recognized standing or other evidence in form and substance reasonably satisfactory to the Corporation to the effect that an exemption from the registration requirements of the U.S. Securities Act, and applicable state securities laws is available for the issuance of the Common Shares.

Note: The undersigned holder understands that unless Box A above is checked, the certificates representing the Common Shares will be issued in definitive physical certificated form and bear a legend restricting transfer without registration under the U.S. Securities Act and applicable state securities laws unless an exemption from registration is available.

Note: Certificates representing Common Shares will not be registered or delivered to an address in the United States unless either Box B or Box C above is checked. If Box C is checked, any opinion or other evidence tendered must be in form and substance reasonably satisfactory to the Corporation. Holders planning to deliver any such documentation in connection with the exercise of the Warrants should contact the Corporation in advance to determine whether any opinions or other evidence to be tendered will be acceptable to the Corporation.

Note: The terms "U.S. person" and "United States" have the meanings ascribed thereto in Sections 902(k) and 902(l), respectively, of Regulation S under the U.S. Securities Act.

It is understood that the Corporation and the Corporation's transfer agent may require evidence to verify the foregoing representations.

The undersigned irrevocably hereby directs that ___________ Shares be issued and delivered as follows:

Name in Full	Address	Number of Shares
______________________________	________________________________	_______________
______________________________	________________________________	_______________

DATED this _____ day of _________________, ________.

____
(Signature)

SCHEDULE “B”

ACCREDITED INVESTOR STATUS CERTIFICATE

TO: **VECIMA NETWORKS INC.** (the “**Corporation**”)

In connection with the issue of the Warrants (and, upon exercise of the Warrants, the Warrant Shares) by the Corporation to the undersigned Holder, the Holder hereby represents, warrants, covenants and certifies to the Corporation that:

1. The Holder is purchasing the Warrants as principal for its own account;

2. The Holder is an “accredited investor” within the meaning of National Instrument 45-106 – *Prospectus Exemptions* (“**NI 45-106**”), as at the date hereof by virtue of satisfying the indicated criterion as set out in Appendix A to this Accredited Investor Status Certificate;

3. The Holder is an “accredited investor” as defined in Rule 501(a) of Regulation D under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and makes the representations set forth on Appendix B to this Accredited Investor Status Certificate as of the date hereof (and as of the date of any exercise of the Warrants);

4. The Holder was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of “accredited investor” in Appendix A; and

5. Upon execution of this Schedule “B” by the Holder, this Schedule “B” shall be incorporated into and form a part of the Warrant Certificate.

Terms not otherwise defined herein have the meanings attributed to them in the Warrant Certificate.

Dated: 09/08/2023

CHARTER COMMUNICATIONS HOLDING COMPANY, LLC

By: *(signed by Authorized Signatory)*
Authorized Signatory

APPENDIX "A"
TO ACCREDITED INVESTOR STATUS CERTIFICATE

_________ (a) except in Ontario, a Canadian financial institution, or a Schedule III bank;

_________ (a.1) in Ontario, a bank listed in Schedule I, II or III of the *Bank Act* (Canada), as an association to which the *Cooperative Credit Associations Act* (Canada) applies or a contract cooperative credit society for which an order has been made under subsection 473(1) of the Act, or a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;

_________ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);

_________ (c) a subsidiary of any person or company referred to in paragraphs (a), (a.1) or (b), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;

_________ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;

_________ (d.1) in Ontario, a person or company registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;

_________ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);

_________ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as an representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);

_________ (f) the Government of Canada or a jurisdiction of Canada, or any Crown corporation, agency or wholly-owned entity of the Government of Canada or a jurisdiction of Canada;

_________ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;

_________ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;

_________ (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada;

__________ (j) an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds $1,000,000;

__________ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities exceeds $5,000,000;

*(for the purposes of (j) and (j.1) above, "**financial assets**" include (i) cash, (ii) securities, or (iii) a contract of insurance, deposit or an evidence of a deposit that is not a security for the purposes of securities legislation; the value of an investor's **personal residence** or other real estate is **not included** in the calculation of financial assets)*

__________ (k) an individual whose net income before taxes exceeded $200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded $300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;

(Note: if individual accredited investors wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under section (t) below, which must be initialed.)

__________ (l) an individual who, either alone or with a spouse, has net assets of at least $5,000,000;

*("**net assets**" includes all of the Holder's total assets minus all of the Holder's total liabilities; as a result, the calculation of total assets would **include** the value of the Holder’s **personal residence** or other real estate and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the Holder’s personal residence or other real estate; **income tax** should also be considered a **liability** if the obligation to pay it is outstanding at the Closing Date)*

x_________ (m) a person, other than an individual or investment fund, that has net assets of at least $5,000,000 as shown on its most recently prepared financial statements;

__________ (n) an investment fund that distributes or has distributed its securities only to

(i) a person that is or was an accredited investor at the time of the distribution,

(ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*] and 2.19 [*Additional investment in investment funds*] of NI 45-106, or

(iii) a person described in (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106;

__________ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;

__________ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;

__________ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;

__________ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;

__________ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;

__________ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors (as defined in NI 45-106);

__________ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;

__________ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor (as defined by NI 45-106); or

__________ (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

For the purposes hereof, the following definitions are included for convenience:

"**bank**" means a bank named in Schedule I or II of the *Bank Act* (Canada);

"**Canadian financial institution**" means (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

"**company**" means any corporation, incorporated association, incorporated syndicate or other incorporated organization;

"**eligibility adviser**" means:

(i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and

(ii) in Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:

   (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officer, founders, or control persons, and

   (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

"**executive officer**" means, for an issuer, an individual who is: (i) a chair, vice-chair or president, (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or (iii) performing a policy-making function in respect of the issuer;

"**financial assets**" means (i) cash, (ii) securities, or (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

"**fully managed account**" means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;

"**investment fund**" has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;

"**person**" includes: (i) an individual, (ii) a corporation, (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons whether incorporated or not, and (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative.

"**related liabilities**" means (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (ii) liabilities that are secured by financial assets;

"**Schedule III bank**" means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

"**spouse**" means, an individual who, (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and

"**subsidiary**" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

In NI 45-106, a person or company is an "**affiliate**" of another person or company if one of them is a subsidiary of the other, or if each of them is controlled by the same person.

A person (first person) is considered to control another person (second person) if (a) the first person, beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation, (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

All monetary references in this Appendix A to Schedule “B” are in Canadian dollars.

APPENDIX “B”

TO ACCREDITED INVESTOR STATUS CERTIFICATE

U.S. ACCREDITED INVESTOR REPRESENTATIONS

1. The Holder has not been formed for the specific purpose of acquiring Warrants and the Warrant Shares (collectively, the “**Securities**”) and owns investments in excess of $5 million. For purposes of this clause, “investments” means investments as defined in Rule 2a51-1(b) under the Investment Company Act of 1940, as amended.
2. The Holder has sufficient knowledge and experience in similar investments to evaluate the merits and risks of an investment in the Corporation. The entity and has been given the opportunity to ask questions and obtain material and relevant information from the Corporation enabling it to make an informed investment decision. All data that the entity and, if applicable, its purchaser representative have requested has been furnished to it.
3. Any Securities the Holder may acquire will be for its own account for investment and not with any view to the distribution thereof, and it will not sell, assign, transfer or otherwise dispose of any of the Securities, or any interest therein, in violation of the U.S. Securities Act or any applicable state securities law.
4. The Holder understands that (i) any Securities it may acquire will not be registered under the U.S. Securities Act or any applicable state securities law and may not be sold or otherwise disposed of unless it is registered or sold or otherwise disposed of in a transaction that is exempt from such registration, and (ii) the certificate(s) (or, in the case of the Warrant Shares, any DRS Statement(s) representing the Warrant Shares) will bear appropriate legends restricting the transferability thereof.
5. The Holder understands that the Corporation will rely upon the completeness and accuracy of the Holder’s representations in establishing that the contemplated transactions are exempt from registration under the U.S. Securities Act, and hereby affirms that all such responses are accurate and complete. The Holder will notify the Corporation immediately of any changes in any of such information occurring prior to the acceptance of its subscription for the Securities.

All monetary references in this Appendix B to Schedule “B” are in U.S. dollars.