

SUPPORT AGREEMENT

THIS AGREEMENT made the 5th day of November, 2015.

BETWEEN:

●,
of the City of ●, in the Province of Ontario, Canada,

(hereinafter called the "**Shareholder**"),

- and -

Honeywell Limited/Honeywell Limitée,
a corporation existing under the laws of Canada,

(hereinafter called the "**Acquiror**"),

WHEREAS the Shareholder is a director of COM DEV International Ltd. (the "**Company**") and is the legal and beneficial owner of, or has direction or control over, common shares of the Company (the "**Common Shares**") and/or Share Awards (as defined in the Arrangement Agreement) exercisable for Common Shares and/or options exercisable for Common Shares (the "**Options**"), as more particularly described in Schedule A hereto and forming part hereof;

AND WHEREAS the Acquiror is concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the acquisition by the Acquiror of all issued and outstanding Common Shares of the Company for consideration per Common Share of up to Cdn.\$5.25 in cash and, for each eligible security of the Company, the issuance of 0.1977 of a common share of exactEarth (as defined in the Arrangement Agreement), as well as the payout by the Company and cancellation of all Share Awards and all Options and ESPP Shares for equivalent consideration, all pursuant to and in the manner provided for in a plan of arrangement under section 192 of the *Canada Business Corporations Act* (the "**Arrangement**");

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder (i) to support the Arrangement, (ii) to vote or cause to be voted the Subject Securities (as defined below) in favour of the Arrangement and any other matter that could reasonably be expected to facilitate the Arrangement, and (iii) to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Acquiror is relying on the covenants, representations and warranties of the Shareholder set forth in this Agreement in connection with the Acquiror's execution and delivery of the Arrangement Agreement and the Shareholder acknowledges that the Acquiror would not have entered into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged by the parties, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed to them in the Arrangement Agreement. All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as amended, modified, restated or waived.

1.2 In this Agreement, unless otherwise expressly stated or the context otherwise requires:

- (a) references to "Agreement", "this Agreement", "herein", "hereby", "hereunder", "hereof" and similar expressions are references to this Agreement and not to any particular Section of or Schedule to this Agreement;
- (b) references to a "Section", "clause" or a "Schedule" are references to a Section or clause of or Schedule to this Agreement;
- (c) the use of headings is for convenience of reference only and shall not affect the construction or interpretation hereof;
- (d) if the date on which any action is required to be taken hereunder by any of the parties is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day;
- (e) a period of Business Days is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto time) on the last day of the period if the period is a Business Day or at 4:30 p.m. (Toronto time) on the next Business Day if the last day of the period does not fall on a Business Day;
- (f) the terms "material" and "materially" shall, when used in this Agreement, be construed, measured or assessed on the basis of whether the matter would materially affect a party and its subsidiaries, taken as a whole; and
- (g) wherever the term "includes" or "including" is used, it shall be deemed to mean "includes, without limitation" or "including, without limitation", respectively.

1.3 References to the "knowledge of the Shareholder" mean the actual knowledge or awareness, after due inquiry, of the Shareholder, including, where applicable to a corporate Shareholder, the officers and directors of the Shareholder, and any other person in an equivalent position with the Shareholder.

ARTICLE 2
AGREEMENT TO VOTE

2.1 Subject to the terms and conditions of this Agreement, the Shareholder hereby irrevocably and unconditionally covenants and agrees from the date hereof until the earlier of (i) the Effective Time, and (ii) the termination of this Agreement pursuant to Article 6:

- (a) to attend (either in person or by proxy) any meeting (including the Meeting) of the shareholders of the Company convened for the purposes of considering the Arrangement (including any adjournment(s) or postponement(s) thereof), and at such meeting (or any adjournment(s) or postponement(s) thereof) to vote or to cause to be voted all the Subject Securities in favour of the Arrangement, including the Arrangement Resolution, and in favour of any other matter proposed by the Board or the Acquiror to be considered by the shareholders of the Company at the Meeting which could reasonably be expected to facilitate the Arrangement;
- (b) to vote or cause to be voted all the Subject Securities against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement at any Meeting of the shareholders of the Company called for the purpose of considering the same;
- (c) no later than 10 days prior to the Meeting, the Shareholder irrevocably and unconditionally agrees to deposit (or instruct the participant(s) in the book-based system operated by CDS Clearing and Depository Services Inc. or other intermediary through which the Shareholder holds any Subject Securities to arrange for such deposit by completing a voting instruction form) an irrevocable proxy, duly completed and executed in respect of all of the Subject Shares at least 10 days prior to the Meeting, voting all such Subject Shares in favour of the Arrangement Resolution and in respect of all matters which may come before a meeting of the shareholders of the Company relating to the Arrangement (other than any change in the terms of the Arrangement which would decrease the value of the consideration to be received by the Shareholder). Such proxy or proxies (or voting instruction form(s) shall name those individuals as may be designated by the Company in the Company Circular. The Shareholder by this Agreement irrevocably and unconditionally agrees that neither it nor any Person on its behalf will take any action to withdraw, amend or invalidate any proxy deposited by the Shareholder pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement is terminated;
- (d) (A) to vote, or cause to be voted, the Subject Securities against, and (B) to not otherwise support or tender any Subject Securities in connection with, in each case, any: (i) liquidation, dissolution, recapitalization, merger, amalgamation, acquisition, strategic alliance, business combination, take-over bid, sale of material assets other than as contemplated by the Arrangement Agreement (or any

lease, long-term supply agreement or other arrangement having the same economic effect as a sale or transfer), any material issue or sale of treasury shares or rights or interests therein or thereto (other than any treasury shares issued as a result of the exercise or vesting of any currently outstanding Share Awards, ESPP Shares, and/or Options in accordance with their terms), or similar transactions or series of transactions involving the Company, or a proposal to do any of the foregoing, other than the Arrangement; (ii) amendment of the Company's articles or by-laws or other proposal or transaction involving the Company which amendment or other proposal or transaction would in any manner delay, impede, frustrate or prevent the Arrangement or any of the transactions reasonably necessary for the consummation of the Arrangement, or change in any manner the voting rights of the Common Shares or any other securities of the Company; and (iii) action, agreement, transaction or proposal that might reasonably be regarded as being directed towards or likely to delay or prevent the Meeting or the successful completion of the Arrangement or of the transactions reasonably necessary for the consummation of the Arrangement, at any Meeting of shareholders of the Company, including any Acquisition Proposal; and

- (e) not to exercise or permit any other person to exercise any rights of the Shareholder to dissent pursuant to applicable Law in respect of the Arrangement, the Interim Order, the Final Order or otherwise in connection with the Arrangement, in each case as such may be amended or varied at any time prior to the Effective Time.

2.2 In order to secure the performance of the Shareholder's obligations under this Agreement, the Shareholder hereby revokes any proxies heretofore given by it in respect of the Subject Securities.

2.3 As used in this Agreement, the term "**Subject Securities**" means: the Common Shares of the Company as more particularly described in Schedule A hereto (including, for greater certainty, Common Shares held by the administrator under the ESPP and Common Shares issuable pursuant to the exercise of any Options or on vesting of Share Awards or ESPP Shares) in respect of which the voting is, directly or indirectly, controlled or directed by the Shareholder, as constituted at the date hereof, listed immediately under the Shareholder's signature hereto and includes:

- (a) all of the Common Shares (including those issued on vesting of ESPP Shares) that may become beneficially owned, or in respect of which the voting may become, directly or indirectly, controlled or directed by the Shareholder after the date hereof and prior to the Effective Time, including all of the Common Shares issued pursuant to any convertible security of the Company owned by the Shareholder or which may otherwise be acquired by the Shareholder after the date hereof and prior to the Effective Time; and
- (b) any other voting securities of the Company that may result from a reclassification, conversion, consolidation, subdivision or exchange of, or distribution or dividend

on, such shares or capital reorganization of the Company and all other securities exercisable, convertible or exchangeable into any of the foregoing.

ARTICLE 3
CERTAIN COVENANTS OF THE SHAREHOLDER

3.1 The Shareholder hereby covenants and irrevocably agrees that it shall, from the date hereof until the earlier of (i) the termination of this Agreement pursuant to Article 6, and (ii) the Effective Time, except in accordance with the terms of this Agreement:

- (a) not, directly or indirectly through any of its Representatives: (i) solicit, assist, initiate, encourage or facilitate (including by way of discussion, negotiation, furnishing information, permitting any visit to any facilities or properties of the Company or any Company Subsidiary, or entering into any form of written or oral agreement, arrangement or understanding) any inquiries, proposals or offers regarding, or that may reasonably be expected to lead to, any Acquisition Proposal; (ii) engage or participate in any discussions or negotiations regarding, or provide any information with respect to or otherwise co-operate in any way with any person (other than the Acquiror and its Representatives) regarding, any Acquisition Proposal or potential Acquisition Proposal; (iii) approve or recommend, or remain neutral with respect to, or propose publicly to approve or recommend, or remain neutral with respect to, any Acquisition Proposal; (iv) accept or enter into or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal; (v) provide any information relating to the Company or any Company Subsidiary to any person or group in connection with any Acquisition Proposal; or (vi) otherwise co-operate in any way with any effort or attempt by any other person or group to do or seek to do any of the foregoing; provided, however, that nothing contained in this section or other provisions of this Agreement shall prevent a Shareholder who is a member of the Board or is a senior officer of the Company from fulfilling any of their fiduciary duties in that regard, including engaging, in such Shareholder's capacity as a director or senior officer of the Company, in discussions or negotiations with or furnishing information to any person in response to an unsolicited *bona fide* Acquisition Proposal made in writing to the Board by such person (which Acquisition Proposal did not result from a breach of this Agreement or the Arrangement Agreement) in circumstances where the Company is permitted by Section 7.1 of the Arrangement Agreement to engage in such discussions or negotiations. For certainty, any such exercise of fiduciary duties by a Shareholder shall not in any way diminish such Shareholder's obligations in its capacity as a Shareholder under this Agreement;
- (b) immediately cease and cause to be terminated all existing solicitation, discussion, negotiation, encouragement or activity, if any, with any person or group or any agent or representative of any person or group (in each case other than the Acquiror and its Representatives) conducted before the date of this Agreement

with respect to any Acquisition Proposal or any potential Acquisition Proposal, whether or not initiated by the Company;

- (c) not option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Securities, or any right or interest therein (legal or equitable), to any person or group or agree to do any of the foregoing;
- (d) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Securities, or enter into any voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of securityholders or give consents or approval of any kind with respect to any of the Subject Securities;
- (e) not take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement; and
- (f) not requisition or join in any requisition of any meeting of shareholders of the Company without the prior written consent of the Acquiror, or vote or cause to be voted any of the Subject Securities in respect of any proposed action by the Company or its shareholders or affiliates or any other person or group in a manner which might reasonably be regarded as likely to prevent or delay the successful completion of the Arrangement or the other transactions contemplated by the Arrangement Agreement and this Agreement or have a material adverse effect on the Company.

3.2 The Shareholder acknowledges and agrees that the Shareholder shall notify the Acquiror if the Shareholder acquires any additional Subject Securities following the date hereof (including through the exercise of Share Awards or Options or the vesting of ESPP Shares) and that such additional Subject Securities shall be deemed to be Subject Securities for the purposes of this Agreement and the Shareholder shall abide by the terms of this Agreement in respect of such Subject Securities.

3.3 The Shareholder acknowledges that, pursuant to the Plan of Arrangement, at the Effective Time, all Share Awards, Options and ESPP Shares held by the Shareholder or to which the Shareholder is or may become entitled shall be disposed of and surrendered by the Shareholder to the Company without any act or formality on its or their part in exchange for the Cash-Out Consideration and the Shareholder will cease to be the holder of such Share Awards, Options or to be entitled to such ESPP Shares and will cease to have any rights as a holder in respect of such Share Awards, Options or ESPP Shares.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER

4.1 The Shareholder represents, warrants and, where applicable, covenants to the Acquiror as follows and acknowledges that the Acquiror is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement and the Arrangement Agreement:

- (a) the Shareholder, if not an individual, has been duly formed and is validly existing under the laws of its jurisdiction of incorporation and has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder and where the Shareholder is not a corporation, he or she has the capacity and has received all requisite approvals to execute and deliver this Agreement and to perform his or her obligations hereunder;
- (b) this Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding obligation, enforceable by the Acquiror against the Shareholder in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy, insolvency or similar proceedings and to the extent that the award of equitable remedies such as specific performance and injunction is within the discretion of the court from which they are sought;
- (c) (i) the Shareholder is either (A) the legal and beneficial owner of record or (B) the beneficial owner exercising control and direction over (but not the holder of record) the number of Common Shares of the Company listed opposite the Shareholder's name on Schedule A to this Agreement and is either (Y) the legal and beneficial owner of record or (Z) the beneficial owner exercising control and direction over (but not the holder of record) or otherwise entitled to the number of Options and applicable Share Awards of the Company listed opposite the Shareholder's name on Schedule A to this Agreement; (ii) the only Common Shares (including Common Shares held by the administrator under the ESPP), Options, Share Awards or other securities of the Company beneficially owned, or over which control or direction is exercised by the Shareholder, are those listed opposite the Shareholder's name on Schedule A; and (iii) except for the securities as listed on Schedule A and for the Shareholder's entitlement to ESPP Shares, the Shareholder has no agreement, or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Shareholder of any additional Common Shares, Options, Share Awards or other securities of the Company;
- (d) the Shareholder has the sole right to vote all the Subject Securities beneficially owned by, or under the direction or control of, the Shareholder and all the Subject Securities held by the Shareholder shall, immediately prior to the Effective Time, be beneficially owned solely by the Shareholder with good and marketable title thereto, free and clear of any and all Encumbrances;

- (e) the Shareholder has the sole right to sell (or cause to be sold) all the Subject Securities beneficially owned by, or under the direction or control of, the Shareholder (subject to resale, vesting or other similar restrictions);
- (f) no individual, firm or entity 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, acquisition or transfer from the Shareholder of any of the Subject Securities beneficially owned by the Shareholder or any interest therein or right thereto including any right to vote, except the Acquiror pursuant to this Agreement;
- (g) none of the execution and delivery by the Shareholder of this Agreement or the completion or performance of the transactions contemplated hereby or the compliance by the Shareholder with the Shareholder's obligations hereunder will result in a breach of: (i) the constating documents of the Shareholder, if applicable, (ii) any agreement or instrument to which the Shareholder is a party or by which the Shareholder or any of the Shareholder's property or assets is bound; (iii) any judgment, decree, order or award of any Regulatory Authority that binds the Shareholder; or (iv) any law, statute, ordinance, regulation or rule relevant in the context of the Arrangement or this Agreement; and
- (h) there are no legal proceedings in progress or pending before any Regulatory Authority or, to the knowledge of the Shareholder, threatened against the Shareholder or its affiliates that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement and to perform its obligations hereunder or the title of the Shareholder to any of the Subject Securities.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE ACQUIROR

5.1 The Acquiror represents, warrants and, where applicable, covenants to the Shareholder as follows and acknowledges that the Shareholder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

- (a) the Acquiror is validly existing as a corporation under the laws of Canada and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and to perform its obligations hereunder;
- (b) the execution and delivery of this Agreement by the Acquiror and the performance by it of its obligations hereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the performance of its obligations hereunder;
- (c) this Agreement has been duly executed and delivered by the Acquiror and constitutes a legal, valid and binding obligation, enforceable by the Shareholder against the Acquiror in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy, insolvency or similar proceedings

and to the extent that the award of equitable remedies such as specific performance and injunction is within the discretion of the court from which they are sought; and

- (d) none of the execution and delivery by the Acquiror of this Agreement or the completion or performance of the transactions contemplated hereby or the compliance by the Acquiror with the Acquiror's obligations hereunder will result in a breach of: (i) the constating documents of the Acquiror, if applicable, (ii) any agreement or instrument to which the Acquiror is a party or by which the Acquiror or any of the Acquiror's property or assets is bound; (iii) any judgment, decree, order or award of any Regulatory Authority that binds the Acquiror; or (iv) any law, statute, ordinance, regulation or rule relevant in the context of the Arrangement or this Agreement.

ARTICLE 6 **TERMINATION**

6.1 This Agreement shall terminate and be of no further force or effect upon the earliest of:

- (a) the mutual written agreement of the Acquiror and the Shareholder;
- (b) the termination of the Arrangement Agreement in accordance with its terms;
- (c) by the Acquiror by written notice to the Shareholder if the Shareholder has not complied in all material respects with the covenants under this Agreement;
- (d) by the Shareholder by written notice to the Acquiror if the Acquiror has not complied in all material respects with the covenants under this Agreement;
- (e) the Effective Time; or
- (f) the Outside Date (taking into account any extensions thereof).

6.2 Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by such party prior to such termination.

ARTICLE 7 **DISCLOSURE**

7.1 Except as required by applicable Laws, the Shareholder shall not make any public announcement or statement with respect to this Agreement without the approval of the Acquiror. The Shareholder agrees to consult with the Acquiror prior to making any public filing or making any public announcement or statement with respect to this Agreement. The Shareholder (i) consents to the details of this Agreement being set out in the Company Circular and agrees that this Agreement will be publicly filed and made publicly available where required by applicable Laws, (ii) consents to and authorizes the publication and disclosure by the Acquiror or the Company of its identity and holding of Subject Securities and other securities set out in Schedule

A hereto and any other information, in each case that the Acquiror or the Company reasonably determines is required to be disclosed by applicable Laws in any press release, the Company Circular or any other disclosure document in connection with the Arrangement and any transactions contemplated by the Arrangement Agreement; (iii) agrees to promptly give to the Acquiror and the Company any information either may reasonably require for the preparation of any such disclosure documents, and (iv) agrees to promptly notify the Acquiror and the Company of any required corrections with respect to any written information supplied by it specifically for use in such disclosure document, if and to the extent that any such information shall have become false or misleading in any material respect. A copy of this Agreement may be provided to the Board.

ARTICLE 8
GENERAL

8.1 This Agreement shall become effective upon execution and delivery hereof by the Shareholder and Acquiror.

8.2 The Shareholder and the Acquiror shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

8.3 This Agreement shall not be assignable by any party without the prior written consent of the other party except that the Acquiror may assign all or part of its rights under this Agreement to a direct or indirect wholly-owned subsidiary of the Acquiror. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8.4 Time shall be of the essence of this Agreement.

8.5 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Shareholder:



(b) in the case of the Acquiror:

c/o Honeywell International Inc.
115 Tabor Road
Morris Plains, NJ 07950

Attention: Jeffrey N. Neuman, Vice President and Corporate Secretary
Fax: (973) 455-5343

and with a copy to (which shall not constitute notice):

-
- Attention: ●
- Fax: ●

- (c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

8.6 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Shareholder and the Acquiror irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

8.7 Each of the parties hereto agrees with the others that: (i) money damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (ii) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (iii) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. The prevailing party shall be reimbursed for all costs and expenses, including reasonable legal fees, incurred in enforcing the other party's obligations hereunder. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

8.8 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not irremediably affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled according to their original tenor to the extent possible.

8.9 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may not be modified, amended, altered or supplemented except by written agreement between the parties.

8.10 This Agreement may be executed in any number of counterparts and delivered in electronic form, each of which shall be deemed to be an original and all of which taken together

shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce more than one counterpart.

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IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

**HONEYWELL LIMITED/HONEYWELL
LIMITÉE**

by _____

Name: Jeffrey N. Neuman
Authorized Signing Officer

Irrevocably accepted and agreed to this _____ day of _____, 2015.

SIGNED & DELIVERED
in the presence of:

Witness

●

SCHEDULE A

OWNERSHIP OF COMMON SHARES OF COM DEV INTERNATIONAL LTD.

Name	Total number of Common Shares beneficially owned or controlled	Registered holder if different from beneficial owner (and number of Common Shares held by such registered holder)
●	●	●
●	●	●

Note: To include Common Shares held by the administrator under the ESPP for the benefit of the Shareholder

OWNERSHIP OF OPTIONS OF COM DEV INTERNATIONAL LTD.

Name	Total number of Common Shares underlying Options owned	Registered holder if different from beneficial owner (and number of Options held by such registered holder)
●	●	●
●	●	●

OWNERSHIP OF DIRECTOR SHARE UNITS/DSUS OF COM DEV INTERNATIONAL LTD.

Name	Total number of Common Shares underlying Director Share Units/DSUs owned	Registered holder if different from beneficial owner (and number of Director Share Units/DSUs held by such registered holder)
●	●	●

OWNERSHIP OF PSUs OF COM DEV INTERNATIONAL LTD.

Name	Total number of Common Shares underlying PSUs owned	Registered holder if different from beneficial owner (and number of PSUs held by such registered holder)
●	●	

OWNERSHIP OF RSUs OF COM DEV INTERNATIONAL LTD.

Name	Total number of Common Shares underlying RSUs owned	Registered holder if different from beneficial owner (and number of RSUs held by such registered holder)
●	●	●