

November 9, 2017

Kevin E. McCoy
Kareen M. McCoy
David G. Watt
Katrina J. Fontaine
Stephen B. McCoy
Bradley D. McCoy
Garrett G. McCoy
Devon R. McCoy

[TEXT REDACTED: The omitted text sets forth an address]

Attention: Kevin E. McCoy, in his capacity as Vendors Representative

J.G. Smeltzer Professional Corporation
[TEXT REDACTED: The omitted text sets forth an address]

Attention: James Smeltzer

Dear Sirs/Mesdames:

Reference is made to the share purchase agreement made as of October 27, 2017 (the “**Share Purchase Agreement**”) between DATA Communications Management Corp. (the “**Purchaser**”) and each of the shareholders of BGI Holdings Inc. and 1416395 Alberta Ltd. (collectively, the “**Vendors**”). Capitalized terms used, but not otherwise defined, in this letter agreement have the meanings given to them in the Share Purchase Agreement.

The Purchaser and each of the Vendors hereby agree as follows:

1. The definition of “Working Capital” in Section 1.01 of the Share Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“**Working Capital**” means the combined current assets of the Subject Corporations (excluding Cash and, in the case of Inventories, without any deduction in the value of such Inventories for obsolescence) less the combined current liabilities of the Subject Corporations (excluding Indebtedness (other than Indebtedness outstanding under the operating loan facility (also known as “Facility 1”) constituting one of the credit facilities under the TD Loan, which Indebtedness will be included as a current liability for the purposes of this definition), Transaction Expenses, and the Excluded BGI Lease Payments), all calculated in accordance with GAAP, consistently applied and without duplication, determined as of 12:01 a.m. (Calgary time) on the Closing Date.

2. Except as set out in this letter, the Share Purchase Agreement remains in full force and effect, unamended as of the date of this letter agreement.
3. From and after the execution of this letter agreement, all references to the Share Purchase Agreement will be deemed to refer to the Share Purchase Agreement as amended by this letter agreement.
4. This letter is governed by, and will be construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein.

If you are in agreement with the foregoing, please sign the duplicate copy of this letter in the space provided below and return a signed copy to the undersigned.

Yours truly,

DATA Communications Management Corp.

“James Lorimer”

By: James Lorimer
Chief Financial Officer

Accepted and agreed as of the date first written above.

_____) *“Kevin Edmond McCoy”*
Name of Witness) **KEVIN EDMOND MCCOY**

_____) *“Kareen Marie McCoy”*
Name of Witness) **KAREEN MARIE MCCOY**

_____) *“Katrina Jennifer Fontaine”*
Name of Witness) **KATRINA JENNIFER FONTAINE**

"Stephen Bradley McCoy"

_____) **STEPHEN BRADLEY MCCOY**
Name of Witness)

"Bradley David McCoy"

_____) **BRADLEY DAVID MCCOY**
Name of Witness)

"Garrett Gerald McCoy"

_____) **GARRETT GERALD MCCOY**
Name of Witness)

"Devon Ronald McCoy"

_____) **DEVON RONALD MCCOY**
Name of Witness)

"David Glen Watt"

_____) **DAVID GLEN WATT**
Name of Witness)