

DATA COMMUNICATIONS MANAGEMENT CORP.

as Borrower

and

BANK OF MONTREAL

as Lender

FIFTH AMENDMENT TO CREDIT AGREEMENT

Dated as of October 20, 2017

DENTONS CANADA LLP

FIFTH AMENDMENT TO CREDIT AGREEMENT

THIS FIFTH AMENDING AGREEMENT (this “**Agreement**”) is made as of October 20, 2017.

B E T W E E N :

DATA COMMUNICATIONS MANAGEMENT CORP. (formerly known as Data Group Ltd.)
(the “**Borrower**”)

- and -

BANK OF MONTREAL
(the “**Lender**”)

WHEREAS the Borrower and the Lender are party to a credit agreement dated as of March 10, 2016, as amended by an amending agreement dated as of January 31, 2017, a second amending agreement dated as of May 30, 2017, a third amending agreement dated as of June 28, 2017 and a fourth amending agreement dated as of September 29, 2017 (collectively, the “**Credit Agreement**”);

AND WHEREAS the Borrower and the Lender have agreed to make certain amendments to the Credit Agreement subject to the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the premises and the agreements herein set out and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 **Headings.**

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

1.2 **References.**

Unless otherwise specified, all references to Sections and Subsections in this Agreement are to sections and subsections of the Credit Agreement. Defined terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

1.3 **Governing Law.**

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

1.4 **One Agreement.**

This Agreement amends and supplements the Credit Agreement. This Agreement and the Credit Agreement shall be read together and constitute one agreement with the same effect as if the amendments made by this Agreement had been contained in the Credit Agreement as of the effective date of this Agreement.

1.5 **Conflict.**

If there is a conflict or inconsistency between any provision of this Agreement and any provision of the Credit Agreement, the relevant provision of this Agreement shall prevail to the extent of such conflict or inconsistency.

ARTICLE 2
AMENDMENTS

2.1 **Definitions.** Section 1.1 of the Credit Agreement entitled “**Definitions**” is hereby amended as follows:

2.2 **Sections.** The following Sections of the Credit Agreement are hereby amended as follows:

2.2.1 Section 12.3(1) is hereby deleted in its entirety and replaced with the following:

“(1) ***Fixed Charge Coverage Ratio.*** The Borrower shall, at all times during each Twelve Month Period maintain a Fixed Charge Coverage Ratio of not less than 1.1:1.0, calculated and tested as of the last day of each calendar month provided, however, that (i) for the period commencing April 30, 2017 and ending June 30, 2017, the Borrower shall only be required to maintain a Fixed Charge Coverage Ratio during each Twelve Month Period of not less than 1.0:1.0, (ii) for the period commencing July 1, 2017 and ending December 31, 2017, the Borrower shall only be required to maintain a Fixed Charge Coverage Ratio during each Twelve Month Period of not less than 0.9:1.0, and (iii) for the period commencing January 1, 2018 and ending March 31, 2018, the Borrower shall only be required to maintain a Fixed Charge Coverage Ratio during each Twelve Month Period of not less than 1.0:1.0.”

ARTICLE 3
CONDITIONS PRECEDENT

3.1 **Conditions Precedent.**

This Agreement, including the foregoing consent and amendments, shall become effective upon the receipt by the Lender, in form and substance satisfactory to it, of the following:

- (a) A duly executed copy of this Agreement signed by all of the parties hereto; and
- (b) Receipt by the Lender of the New Work Fee (as defined below).
- (c) Such other Credit Documents as the Lender may reasonably request, including all applicable Collateral Access Agreements.

ARTICLE 4
SECURITY CONFIRMATION

Each of the Security Documents previously provided by the Borrower in favour of the Lender continues in full force and effect and shall continue to secure all of the present and future obligations of the Borrower to the Lender. Each reference in the Security Documents to the Credit Agreement shall mean the Credit Agreement as amended by this Agreement, as it may be further amended, restated, supplemented or replaced from time to time.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 **Representations and Warranties.**

The Borrower represents and warrants to the Lender as follows:

- (a) ***Power and Capacity.*** The Borrower has the full power and capacity to enter into, deliver and perform its obligations under this Agreement and the Credit Agreement as amended by this Agreement.
- (b) ***Due Authorization and No Conflict.*** The execution, delivery and performance by the Borrower of this Agreement and the consummation of the transactions contemplated by this Agreement and the Credit Agreement as amended by this Agreement:
 - (i) have been duly authorized by all necessary corporate action;
 - (ii) do not nor does the performance or observance by the Borrower of any of the matters and things herein provided for, contravene or constitute a default under any provision of law or any judgment, injunction, order or decree binding upon the Borrower or any provision of the articles of incorporation or by-laws of the Borrower or any covenant, indenture or agreement of or affecting the Borrower or any of its property, assets or undertaking, or result in the creation or imposition of any Lien on any of its property, assets or undertaking; and
 - (iii) do not require the consent or approval of, or registration or filing with, any other party (including the shareholders of the Borrower) or any governmental body, agency or authority.

- (c) ***Valid and Enforceable Obligations.*** Each of this Agreement and the Credit Agreement, as amended by this Agreement, constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, reorganization, winding-up, insolvency, moratorium or other laws of general application affecting creditors' rights generally and general principles of equity.
- (d) ***Representations and Warranties.*** All representations and warranties set forth in the Credit Agreement, as amended by this Agreement, other than those made as of a specific date are true and correct on the date hereof as if given on the date hereof.

ARTICLE 6
GENERAL

6.1 **Expenses.**

The Borrower agrees to pay on demand all of the out-of-pocket costs and expenses of the Lender (including without limitation reasonable legal fees and expenses on a full indemnity basis) arising in connection with this Agreement.

6.2 **Benefit of Agreement.**

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

6.3 **New Work Fee.**

[TEXT REDACTED: The omitted text sets forth the New Work Fee]

6.4 **Further Assurances.**

The Borrower shall and shall cause each of the other Credit Parties from time to time to promptly execute and deliver all further documents and take all further action necessary or requested by the Lender to give effect to the provisions and intent of this Agreement.

6.5 **Reaffirmation.**

Except as amended by this Agreement, all terms, conditions, covenants, provisions, powers, matters and things whatsoever contained in the Credit Agreement are hereby reaffirmed by the Borrower and shall continue in full force and effect. The Borrower further acknowledges and agrees that all Credit Documents executed by it or any of the other Credit Parties in connection with the Credit Agreement, the Credit Documents or the credit facilities thereunder, and delivered to the Lender prior to the date of this Agreement, are and remain valid and enforceable in accordance with their respective terms, and continue in full force and effect.

6.6 **Entire Agreement.**

The Credit Agreement, as amended by this Agreement, constitutes the entire credit agreement between the Borrower and the Lender and supersedes all prior agreements, understandings, negotiations and undertakings, whether oral or written, among them in respect of the credit facilities extended or otherwise established by the Credit Agreement, as amended by this Agreement.

6.7 **No Novation.**

This Agreement will not discharge or constitute novation of any debt, obligation, covenant or agreement contained in the Credit Agreement or any of the other Credit Documents and the same shall remain in full force and effect save to the extent specifically amended by the provisions of this Agreement.

6.8 **Execution in Counterparts.**

This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

The parties have executed this Agreement as of the date first written above.

DATA Communications Management Corp.
9195 Torbram Road
Brampton, Ontario, L6S 6H2

Fax: [TEXT REDACTED: The omitted text
sets forth a fax number]
Attention: James Lorimer, Chief Financial
Officer

**DATA COMMUNICATIONS MANAGEMENT
CORP.**

By: "Michael Sifton"
Name: Michael Sifton
Title: CEO

By: "James Lorimer"
Name: James Lorimer
Title: CFO

I/we have authority to bind the corporation

Bank of Montreal
Corporate Finance Division
18th Floor
100 King Street West
Toronto, Ontario M5X 1A1

Fax: [TEXT REDACTED: The omitted
text sets forth a fax number]
Attention: Director

BANK OF MONTREAL

By: "Shane Bradley"
Name: Shane Bradley
Title: Director, Corporate Finance, ABL

By: "Gordon Hayes"
Name: Gordon Hayes
Title: Managing Director, Corporate
Finance, ABL