THIS AMENDMENT AGREEMENT TO CREDIT AGREEMENT (this "**Agreement**") is made as of February 22, 2017,

B E T W E E N:

DATA COMMUNICATIONS MANAGEMENT CORP.
as co-Borrower

THISTLE PRINTING LIMITED
as co-Borrower

- and -

DATA COMMUNICATIONS MANAGEMENT (US) CORP.
GRIFFIN HOUSE GRAPHICS LIMITED
as Guarantors

- and -

INTEGRATED PRIVATE DEBT FUND III LP,
as Lender

RECITALS:

A. Thistle Printing Limited, as borrower ("**Thistle**"), VRG Media Group Inc. (now known as Capri Media Group Inc.), Griffin House Graphics Limited and others, as guarantors, and Integrated Private Debt Fund III LP, as lender (the "**Lender**") entered into a credit agreement made as of 1 November 2012 (the "**Credit Agreement**"), establishing in favour of Thistle the term credit facility described therein, subject to the terms and conditions of the Credit Agreement. Unless otherwise defined herein, all terms which are defined in the Credit Agreement have the same meanings when used herein.

B. Pursuant to a share purchase agreement dated as of 31 January 2017, 2017 among DATA Communications Management Corp. ("**DATA**"), Capri Media Group Inc., Jive.com Inc. and VRG Investment Corporation (the "**Thistle Share Purchase Agreement**"), DATA has agreed to purchase (the "**Thistle Acquisition**") all of the issued and outstanding Equity Interests of Thistle, all in accordance with and subject to the terms and conditions of the Thistle Share Purchase Agreement.

C. Thistle has requested that the Lender (i) consent to the Thistle Acquisition, and (ii) make certain amendments to the Credit Agreement in connection therewith, including without limitation adding DATA as a co-borrower herein, and the Lender has agreed to grant such consent and to make such amendments, in each case subject to the terms and conditions provided for herein.

D. The parties are entering into this Agreement to amend the Credit Agreement.

NOW THEREFORE, for value received, and intending to be legally bound by this Agreement, the parties agree as follows:

1. Amendment to Definitions

(a) The definitions for each of the terms "Capital Expenditure", "Change of Control", "CIBC Intercreditor Agreement", "CIBC Loan", "Debt", "Debt Service Coverage Ratio", "EBITDA", "Employee Plan", "Excluded Taxes", "Funded Debt to EBITDA Ratio", "GAAP", "Hazardous Materials", "Indemnified Taxes", "Intragroup Acquisition Loan", "Intragroup Debts", "Intragroup Obligations", "Lien", "Material", "Ordinary Course", "Other Taxes", "Parent", "Pension Plan", "Permitted Acquisition", "Permitted Debt", "Permitted Liens", "Principals", "Series A Preferred Shares", "Special Bonus", "Statutory Plan", "Thistle Printing", "Welfare Plan" and "Working Capital" are hereby deleted and replaced with the words "[Intentionally Left Blank]".

(b) The following definitions are hereby added to Section 1.1 of the Credit Agreement in alphabetical order:

"**DATA**" means DATA Communications Management Corp. (formerly known as DATA Group Ltd.), a corporation amalgamated under the laws of the Province of Ontario.

"**Debenture Intercreditor Agreement**" means the provisions of the Debenture Trust Indenture which entitle the Senior Creditors and all Senior Indebtedness (as each such term is defined therein) to the rights and benefits contained in Article 5 of the Debenture Trust Indenture, including without limitation, the subordination and postponement of the obligations of the Borrower in respect of the Convertible Debentures to the Obligations of the Borrower under the Loan Documents, as acknowledged and confirmed by the Debenture Trustee pursuant to a subordination agreement dated as of the First Amendment Effective Date between the Debenture Trustee, the Borrower and the Lender and in form and substance satisfactory to the Lender.

"**IPD IV Credit Agreement**" means the credit agreement dated as of 10 March 2016 between, *inter alia,* DATA, as borrower, the Persons from time to time party thereto as guarantors, and Integrated Private Debt Fund IV LP, as lender, as amended by a first amendment agreement dated as of 29 June 2016 and by a second amendment agreement dated as of 31 January 2017, and as the same may be further amended, restated, supplemented or otherwise modified from time to time.

"**First Amendment**" means the amendment agreement to credit agreement dated on or about 22 February 2017 between, *inter alia*, the Borrower and the Lender in respect of this Agreement.

"**First Amendment Effective Date**" means the date on which the First Amendment becomes effective in accordance with its terms.

"**Thistle**" means Thistle Printing Limited, a corporation amalgamated under the laws of the Province of Ontario.

(c) The definitions for the terms "Borrower", "Event of Default", "Intercreditor Agreement", "Loan Documents", "Obligations" and "Obligors" in Section 1.1 of the Credit Agreement are hereby deleted and replaced with the following (as applicable):

"**Borrower**" means, collectively, each of Thistle and DATA.

"**Event of Default**" has the same meaning given to the term "Event of Default" in the IPD IV Credit Agreement.

"**Intercreditor Agreement**" means any intercreditor, priority, subordination, postponement or similar agreement, including any declaration of subordination and/or postponement by the Lender for the benefit of a third party or by a third party for the benefit of the Lender, that may be entered into from time to time and that provides for the terms of subordination, postponement, ranking or priority of any other Debt in relation to any of the Obligations or any other debts, liabilities and obligations secured by the Security, including the ABL Intercreditor Agreement and the Debenture Intercreditor Agreement.

"**Loan Documents**" means this Agreement, the Security, each Intercreditor Agreement and all other documents relating to the Credit.

"**Obligations**" means all debts, liabilities and obligations of the Obligors to the Lender under or in connection with this Agreement or any other Loan Document, whether present or future, direct or indirect, absolute or contingent, matured or not, at any time owing or remaining unpaid by the Obligors to the Lender in any currency under or in connection with this Agreement or any other Loan Document, whether arising from dealings between the Lender and the Obligors or from other dealings or proceedings by which the Lender may be or become in any manner whatever a creditor of the Obligors under or in connection with this Agreement or any other Loan Document, and wherever incurred, and whether incurred by the Obligors alone or with another or others and whether as principal or surety, and all interest, fees, commissions and legal and other costs, charges and expenses owing or remaining unpaid by the Obligors to the Lender in any currency under or in connection with this Agreement or any other Loan Document.

"**Obligors**" means, collectively, the Borrower and each of the guarantors of the Obligations from time to time that are or become Parties. References to "the Obligors" shall be interpreted to mean "the Obligors or any of them." As of the First Amendment Effective Date, the Obligors will be the Borrower, Griffin House and DATA Communications Management (US) Corp.

(d) The preamble to Section 1.1 of the Credit Agreement is hereby deleted and replaced with the following:

In this Agreement or in any other Loan Document, capitalized terms used herein or therein and not defined herein or therein shall have the meanings given to such terms in the IPD IV Credit Agreement and each such capitalized term in the IPD IV Credit Agreement is hereby incorporated in this Agreement or such Loan Document by reference. In addition, unless the context otherwise requires, the following terms have the respective meanings specified or referred to. The following terms have the same meanings if used in another Loan Document unless they are otherwise defined in that Loan Document or the context otherwise requires. In the event of any conflict in the definition of a term defined in both this Agreement and the IPD IV Credit Agreement, the definition in the IPD IV Credit Agreement will prevail.

2. Assumption of Obligations by DATA as Borrower

(a) DATA hereby acknowledges and agrees to the terms of the Credit Agreement (as amended hereby) and agrees to be bound by all Obligations of Thistle, in its capacity as Borrower, under the Credit Agreement as if it had been an original signatory to it. Notwithstanding the agreement of DATA to become bound by all Obligations of Thistle under the Credit Agreement, it is hereby acknowledged, confirmed and agreed that Thistle shall not be released from its Obligations to the Lender under the Credit Agreement and the other Loan Documents.

(b) All references to "Borrower" in the Credit Agreement and the other Loan Documents shall be deemed to be references to both DATA and Thistle, on a joint and several basis.

(c) The following is hereby added as a new Section 1.8 to the Credit Agreement:

1.8 Joint and Several Obligations

The Obligations of DATA and Thistle as Borrower under this Agreement are joint and several.

3. Amendments to Security

(a) Section 3.1(d) of the Credit Agreement is hereby deleted and replaced with the words "[Intentionally Left Blank]".

(b) The references to the "Parent" in Article 3 are hereby deleted and replaced with the words "DATA or Thistle, as applicable".

4. Amendments to Article 4 (Disbursement Conditions), Article 5 (Representations and Warranties) and Article 6 (Covenants)

(a) Article 4 (Disbursement Conditions) of the Credit Agreement is hereby deleted and replaced with the words "[Intentionally Left Blank]".

(b) Article 5.1 (Representations and Warranties) of the Credit Agreement is hereby deleted and replaced with the following:

5.1 Representations and Warranties

Each Obligor represents and warrants to the Lender each of the representations and warranties set out in Article 5 of the IPD IV Credit Agreement, with such changes as the context may require, each of which are hereby incorporated in this Agreement by reference, *mutatis mutandis.*

(c) Section 6.1 (Financial Covenants) of the Credit Agreement is hereby deleted and replaced with the following:

6.1 Financial Covenants

DATA shall comply with the financial covenants specified in Section 6.1 to the IPD IV Credit Agreement, which financial covenants are hereby incorporated in this Agreement by reference, *mutatis mutandis.*

(d) Section 6.2 (Positive Covenants) of the Credit Agreement is hereby deleted and replaced with the following:

6.2 Positive Covenants

Each Obligor shall perform the positive covenants specified in Section 6.2 to the IPD IV Credit Agreement, which positive covenants are hereby incorporated in this Agreement by reference, *mutatis mutandis.*

(e) Section 6.3 (Financial Reporting and Notice Requirements) of the Credit Agreement is hereby deleted and replaced with the following:

6.3 Financial Reporting and Notice Requirements

The Borrower shall deliver or cause the delivery of the periodic financial reports specified in Section 6.3(1) to the IPD IV Credit Agreement, which financial reporting covenants are hereby incorporated in this Agreement by reference, *mutatis mutandis.* The Borrower shall also comply with the notice requirements specified in Section 6.3(2) to the IPD IV Credit Agreement, which notice covenants are hereby incorporated in this Agreement by reference, *mutatis mutandis.*

(f) Section 6.4 (Negative Covenants) of the Credit Agreement is hereby deleted and replaced with the following:

6.4 Negative Covenants

No Obligor shall do any of the things specified in Section 6.4 to the IPD IV Credit Agreement without the prior written consent of the Lender, which negative covenants are hereby incorporated in this Agreement by reference, *mutatis mutandis.*

(g) Section 6.5 (Use of Insurance Proceeds) of the Credit Agreement is hereby deleted and replaced with the following:

6.5 Use of Insurance Proceeds

Each Obligor shall perform the covenants specified in Section 6.5 to the IPD IV Credit Agreement, which covenants are hereby incorporated in this Agreement by reference, *mutatis mutandis.*

(h) Section 6.6 (Intragroup Obligations) of the Credit Agreement is hereby deleted and replaced with the following:

6.6 Intragroup Obligations

Each Obligor shall perform the covenants specified in Section 6.6 to the IPD IV Credit Agreement, which covenants are hereby incorporated in this Agreement by reference, *mutatis mutandis.*

5. Amendments to Events of Default

(a) Section 7.1 of the Credit Agreement is hereby deleted and replaced with the words "[Intentionally Left Blank]".

(b) The word "upon the occurrence of an Event of Default in Sections 7.1(j), 7.1(k) or 7.1(l)" in Section 7.2(2) of the Credit Agreement are deleted and replaced with the words "upon the occurrence of an Event of Default in Sections 7.1(m), 7.1(n), 7.1(o) or 7.1(p) of the IPD IV Credit Agreement".

6. Amendments to Paramountcy Clause

Section 9.16 of the Credit Agreement is hereby deleted and replaced with the following:

9.16 This Agreement to Govern

If there is any conflict or inconsistency between the terms of this Agreement and the terms of any other Loan Document (except any Intercreditor Agreement, which shall prevail as against this Agreement), the provisions of this Agreement shall govern to the extent necessary to remove the conflict or inconsistency.

7. Amendments to Disclosure Schedules

Schedule A to the Credit Agreement is deleted and replaced with Schedule B to the IPD IV Credit Agreement, Schedule B to the Credit Agreement is deleted and replaced with Schedule C to the IPD IV Credit Agreement, Schedules C and E to the Credit Agreement are hereby deleted, and Schedule G to the Credit Agreement is deleted and replaced with Schedule H to the IPD IV Credit Agreement.

8. Consent to the Thistle Acquisition

Subject to Section 9, the Lender hereby consents to the Thistle Acquisition. The consent in this Section 8 shall be effective only in this instance and for the specific purpose for which each was intended and shall not be deemed to be a consent to any other transaction or matter or waiver of compliance in the future or a waiver of any preceding or succeeding breach of the Credit Agreement or any other covenant or provision of the Credit Agreement. The consent in this Section 8 shall not be a consent or waiver of any matter which has not been fully and accurately disclosed by the Borrower to the Lender.

9. Conditions Precedent to Effectiveness of this Agreement

This Agreement, including the consent provided for in Section 8, shall become binding on the Lender only upon satisfaction of the following conditions precedent. Where delivery of documents is referred to, the documents must be delivered to the Lender in form and substance satisfactory to the Lender, duly executed by all parties and in full force and effect, and all matters disclosed by the documents must be satisfactory to the Lender.

(a) The Lender having received an executed copy of each of the following documents:

(i) this Agreement, the ABL Intercreditor Agreement and the Debenture Intercreditor Agreement;

(ii) the following documents from DATA:

(A) an unlimited and unconditional guarantee and indemnity of the Obligations of Thistle;

(B) a general security agreement;

(C) a deed of hypothec;

(D) a pledge agreement pledging all of the Equity Interests of Thistle, together with certificates representing such Pledged Shares and endorsements executed in blank related to those certificates;

(E) an assignment of insurance;

(F) an assignment of material contracts; and

(G) a confirmation of security interest in trademarks and related intellectual property;

(iii) the following documents from Thistle:

(A) an unlimited and unconditional guarantee and indemnity of the Obligations of DATA;

(iv) the following documents from Griffin House:

(A) an unlimited and unconditional guarantee and indemnity of the Obligations of the Borrower;

(v) the following documents from DATA Communications Management (US) Corp.:

(A) an agreement of new obligor supplement to credit agreement (in the form of Schedule G to the Credit Agreement) agreeing to become an Obligor;

(B) an unlimited and unconditional guarantee and indemnity of the Obligations (US law); and

(C) a security agreement (US law);

(vi) a certificate of each Obligor attaching (i) copies of its Constating Documents, (ii) a list of its officers and directors with occupations of all directors with specimens of the signatures of those officers or directors who are executing Loan Documents on its behalf, (iii) copies of the corporate proceedings taken to authorize it to execute, deliver and perform its obligations under the Loan Documents and, if it is an issuer of Pledged Shares, consents that are required from the directors, shareholders, partners or members relating to Pledged Shares that it has issued, whether in connection with the pledges of Pledged Shares or in connection with any disposition of the Pledged Shares upon enforcement of the Security, (iv) a copy of the register of holders of Pledged Shares that it has issued with a notation of them being pledged as part of the Security, and (v) other corporate and "know your client" information that the Lender may reasonably require;

(vii) a certificate of status, compliance, good standing or equivalent for each Obligor;

(viii) a certificate of DATA attaching copies of the Thistle Share Purchase Agreement, the ABL Credit Agreement, the Debenture Trust Indenture and the VTB Notes, in each case in form and substance satisfactory to the Lender; and

(ix) a completion certificate of DATA in respect of the Thistle Acquisition.

(b) The Security must have been duly registered and otherwise perfected as required by the Lender.

(c) The Lender having received a Compliance Certificate of DATA demonstrating *pro forma* compliance with the financial covenants of the Borrower under Section 6.1 (after giving effect to consents provided for herein) with the financial covenants and other calculations (which shall be in reasonable detail and satisfactory to the Lender, acting reasonably) being based upon the *pro-forma* financial position of DATA on a consolidated basis as of 30 September 2016.

(d) The Lender having received (to the extent not previously delivered to the Lender):

(i) evidence that all Debt of the Obligors not forming part of Permitted Debt, including Debt owing by Thistle to Canadian Imperial Bank of Commerce ("**CIBC Debt**") has been paid and performed in full;

(ii) releases and discharges (in registrable form where appropriate) covering all Liens affecting any Property of each Obligor or subject to the Security that are not Permitted Liens, including the Liens securing the CIBC Debt or undertakings of the holders of the Liens to deliver releases and discharges promptly after the date hereof; and

(iii) all statements, postponements and acknowledgements that are required in respect of other Liens affecting the Property of the Obligors to confirm that those Liens are Permitted Liens.

(e) The Lender having received certificates of insurance or other evidence that the Obligors are complying with the covenants and conditions of the Loan Documents concerning insurance coverage.

(f) The Lender having received an opinion of McCarthy Tétrault LLP (Ontario and Quebec law), in respect of the Obligors.

(g) The Lender must have received payment of all fees that are payable under or in connection with this Agreement to the Lender, and reimbursement of all expenses incurred by the Lender, including legal fees.

(h) The representations and warranties made in Section 5.1 of the Credit Agreement, except those expressly stated to be made as of a specific date, must be true and correct on and as of the First Amendment Effective Date with the same force and effect as if the representations and warranties had been made on and as of the First Amendment Effective Date.

(i) No Event of Default or Pending Event of Default having occurred and being continued as at the date of satisfaction of all of the foregoing conditions precedent.

10. Representations and Warranties

Each Obligor represents and warrants to the Lender as specified below:

(a) the entering into and performance by it of this Agreement (i) have been duly authorized by all necessary corporate or other action on its part, and (ii) do not and will not violate its Constating Documents, any Applicable Law, any Permit or any Contract to which it is a party;

(b) this Agreement constitutes a legal, valid and binding obligation of each Obligor enforceable against it in accordance with its terms, subject to the availability of equitable remedies and the effect of bankruptcy, insolvency and similar laws affecting the rights of creditors generally;

(c) the representations and warranties made by it in the Credit Agreement, other than those expressly stated to be made as of a specific date, are true and correct as of the date hereof with the same effect as if such representations and warranties had been made on and as of the date hereof; and

(d) no Default or Event of Default has occurred and is continuing on the date hereof.

11. Consent by Guarantors

Each of the Guarantors acknowledges and consents to the foregoing amendments and confirms that its guarantee of the Obligations of the Borrower remains in full force and effect.

12. Confirmation of Loan Documents

Each Obligor irrevocably and unconditionally (i) acknowledges, confirms and agrees that the Credit Agreement, as amended herein, and the other Loan Documents shall continue in full force and effect and continue to constitute legal, valid, binding covenants, agreements, obligations and liabilities of the Obligor, enforceable against it by the Lender in accordance with their respective terms and (iii) ratifies and confirms the Credit Agreement, as amended herein, and the other Loan Documents.

13. Further Assurances

At the request of the Lender, the Obligors shall do all such further acts and execute and deliver all such further documents as may, in the reasonable opinion of the Lender, be necessary or desirable in order to fully perform and carry out the purpose and intent of this Agreement.

14. Counterparts and Facsimile

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile or portable document format (PDF) copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement, but the party delivering a facsimile or portable document format (PDF) copy shall deliver an original copy of this Agreement as soon as possible after delivering the facsimile copy.

15. Governing Law

This Agreement shall for all purposes be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

[SIGNATURE PAGES FOLLOW]

TOR01: 6663048: v4

IN WITNESS OF WHICH, the parties have executed this Agreement as of the date first written above.

INTEGRATED PRIVATE DEBT FUND III LP, by its general partner, INTEGRATED PRIVATE DEBT FUND GP INC., **as Lender**

By: *"Greg Dimmer"*
Name: Greg Dimmer
Title: A.S.O.

By: *"D.E Zinkiewich"*
Name: D.E Zinkiewich
Title: A.S.O.

[signature page for Amendment Agreement to Credit Agreement relating to Thistle Printing Limited and DATA Communications Management Corp.]

IN WITNESS OF WHICH, the parties have executed this Agreement as of the date first written above.

THISTLE PRINTING LIMITED., as Borrower

By: *"James Lorimer"*
Name: James Lorimer
Title: Chief Financial Officer

DATA COMMUNICATIONS MANAGEMENT CORP., as Borrower

By: *"James Lorimer"*
Name: James Lorimer
Title: Chief Financial Officer

[signature page for Amendment Agreement to Credit Agreement relating to Thistle Printing Limited and DATA Communications Management Corp.]

IN WITNESS OF WHICH, the parties have executed this Agreement as of the date first written above.

GRIFFIN HOUSE GRAPHICS LIMITED, as Guarantor

By: *"James Lorimer"*
Name: James Lorimer
Title: Chief Financial Officer

DATA COMMUNICATIONS MANAGEMENT (US) CORP., as Guarantor

By: *"James Lorimer"*
Name: James Lorimer
Title: Chief Financial Officer

[signature page for Amendment Agreement to Credit Agreement relating to Thistle Printing Limited and DATA Communications Management Corp.]