

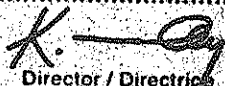
**Ontario
CERTIFICATE**

This is to certify that these articles
are effective on

CERTIFICAT

Ceci certifie que les présents statuts
entrent en vigueur le

JANUARY 01 JANVIER, 2012



Director / Directeur
Business Corporations Act / Loi sur les sociétés par actions

**ARTICLES OF ARRANGEMENT
STATUTS D'ARRANGEMENT**

Form 8
Business
Corporations
Act

Formule 8
Loi sur les
sociétés par
actions

1. The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société : (Écrire en LETTRES MAJUSCULES SEULEMENT) :

D	A	T	A	B	U	S	I	N	E	S	F	O	R	M	S	L	I	M	I	T	E	D	/
F	O	R	M	U	L	E	S	D'	A	F	F	A	I	R	E	S	D	A	L	I	M	I	T
É	E																						

2. The new name of the corporation if changed by the arrangement: (Set out in BLOCK CAPITAL LETTERS)
Nouvelle dénomination sociale de la société si elle est modifiée par suite de l'arrangement : (Écrire en LETTRES MAJUSCULES SEULEMENT)

D	A	T	A	G	R	O	U	P	L	T	D	.										

3. Date of incorporation/amalgamation: / Date de la constitution ou de la fusion :

2006/09/30

Year, Month, Day / année, mois, jour

4. The arrangement has been approved by the shareholders of the corporation in accordance with section 182 of the Business Corporation Act. / Les actionnaires de la société ont approuvé l'arrangement conformément à l'article 182 de la Loi sur les sociétés par actions.

5. A copy of the arrangement is attached to these articles as Exhibit "A" / Une copie de l'arrangement constitue l'annexe «A».

6. The arrangement was approved by the court on / La cour a approuvé l'arrangement le

2011/05/25

Year, Month, Day / année, mois, jour

and a certified copy of the Order of the court is attached to these articles as Exhibit "B". / Une copie certifiée conforme de l'ordonnance de la cour constitue l'annexe «B».

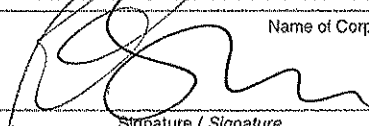
7. The terms and conditions to which the scheme is made subject by the Order have been complied with.
Les conditions que l'ordonnance impose au projet d'arrangement ont été respectées.

These articles are signed in duplicate. / Les présents statuts sont signés en double exemplaire.

Data Business Forms Limited / Formules D'Affaires Data Limitée

Name of Corporation / Dénomination sociale de la société

By/
Par :



Signature / Signature

Secretary

Description of Office / Fonctions

EXHIBIT A
PLAN OF ARRANGEMENT
UNDER SECTION 182 OF THE
BUSINESS CORPORATIONS ACT (ONTARIO)

ARTICLE 1
INTERPRETATION

1.01 In this Plan of Arrangement, the following terms have the following meanings:

“**2010 Debentures**” means the \$45 million aggregate principal amount of 6.00% convertible unsecured subordinated debentures of the Fund;

“**Arrangement**”, “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and similar expressions mean and refer to the arrangement pursuant to Section 182 of the OBCA set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

“**Arrangement Agreement**” means the arrangement agreement dated as of April 4, 2011, among the Fund, DBFL and Data Group Inc. with respect to the Arrangement and all amendments thereto;

“**Arrangement Certificate**” means the certificate which may be issued by the OBCA Director pursuant to subsection 183(2) of the OBCA;

“**Arrangement Resolution**” means the special resolution of the Unitholders approving the Arrangement;

“**Articles of Arrangement**” means the articles in respect of the Arrangement required under subsection 183(1) of the OBCA to be filed with the OBCA Director after the Final Order has been granted giving effect to the Arrangement;

“**Business Day**” means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open for business in the City of Toronto, in the Province of Ontario, for the transaction of banking business;

“**Common Shares**” means the common shares in the capital of Data Group Inc.;

“**Court**” means the Ontario Superior Court of Justice;

“**Data LP**” means The Data Group Limited Partnership;

“**DBFL**” means Data Business Forms Limited;

“**Declaration of Trust**” declaration of trust dated November 15, 2004 and amended and restated as of December 14, 2004, September 30, 2006 and May 12, 2010, pursuant to which the Fund was created and is governed, as the same may be amended or restated from time to time;

“**Effective Date**” means the date the Arrangement is effective under the OBCA;

“**Effective Time**” means the time at which the Articles of Arrangement and Plan of Arrangement are filed with the OBCA Director on the Effective Date;

“**Final Order**” means the final order of the Court approving this Arrangement pursuant to subsection 182(5) of the OBCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

“**Fund**” means The Data Group Income Fund;

“**Indenture**” means the trust indenture dated as of August 31, 2006 between the Fund and Computershare Trust Company of Canada, as debenture trustee, as supplemented by the first supplemental indenture dated as of April 27, 2010;

“**Interim Order**” means the interim order of the Court under subsection 182(5) of the OBCA containing declarations and directions with respect to this Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

“**Meeting**” means the annual and special meeting of Unitholders scheduled to be held on May 17, 2011 to consider the Arrangement and related matters, and any adjournment thereof;

“**Non-Resident**” means: (i) a Person who for the purposes of the Tax Act is neither a resident nor deemed to be resident in Canada (including as a consequence of an applicable income tax treaty or convention); or (ii) a partnership that is not a Canadian partnership for the purposes of the Tax Act;

“**OBCA**” means the Business Corporations Act (Ontario), R.S.O. 1990, c. B-16, as amended, including the regulations promulgated thereunder, in either case, as amended;

“**OBCA Director**” means the Director appointed under Section 278 of the OBCA;

“**Person**” means an individual, partnership, association, body corporate, trust, unincorporated organization, government, regulatory authority, or other entity;

“**Second Supplemental Indenture**” means the second supplemental indenture to the Indenture, dated December 31, 2011, between Data Group Inc. and Computershare Trust Company of Canada, as debenture trustee;

“**Tax Act**” means the Income Tax Act, R.S.C. 1985, c. 1. (5th Supp), as amended, including the regulations promulgated thereunder;

“**Unitholders**” means the holders of the Units; and

“**Units**” means the trust units of the Fund.

- 1.02 The division of this Plan of Arrangement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Plan of Arrangement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Plan of Arrangement.
- 1.03 In this Plan of Arrangement, words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term “including” means “including without limiting the generality of the foregoing.”
- 1.04 In this Plan of Arrangement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

ARTICLE 2
ARRANGEMENT AGREEMENT

- 2.01 This Plan of Arrangement is made pursuant to, and is subject to the provisions of, and forms part of, the Arrangement Agreement.
- 2.02 This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issue of the Arrangement Certificate, if any, shall become effective on, and be binding on and after, the Effective Time on the Unitholders and each of the parties to the Arrangement Agreement.
- 2.03 The Articles of Arrangement and Arrangement Certificate shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Arrangement Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence and at the times set out therein. If no Arrangement Certificate is required to be issued by the OBCA Director pursuant to section 182 of the OBCA, the Arrangement shall become effective on the date the Articles of Arrangement are filed with the OBCA Director pursuant to subsection 183(1) of the OBCA.
- 2.04 Other than as expressly provided for herein, no portion of this Plan of Arrangement shall take effect with respect to any party or Person until the Effective Time. Furthermore, each of the events listed in Article 3 shall be, without affecting the timing set out in Article 3, mutually conditional, such that no event described in said Article 3 may occur without all steps occurring, and those events shall effect the integrated transaction which constitutes the Arrangement.

ARTICLE 3
ARRANGEMENT

- 3.01 Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following order, each occurring five minutes apart (unless otherwise noted) without any further act or formality, except as otherwise provided in the Plan of Arrangement:

Exchange of Units for Common Shares

- (a) Unitholders will exchange their Units in consideration for Common Shares, on the basis of one Common Share for each Unit so transferred. Such exchange is to occur on a tax- deferred basis, under the non-elective automatic rollover in section 85.1 of the Tax Act.

Redemption of Initial Common Share

- (b) The initial Common Share issued to incorporate and organize Data Group Inc. will be redeemed by Data Group Inc. for \$1 in cash.

Dissolution of the Fund

- (c) The Fund will be dissolved in accordance with the Declaration of Trust and its assets and liabilities will be distributed to, or assumed by, Data Group Inc., pursuant to section 88.1 of the Tax Act. The Fund will elect for section 88.1 of the Tax Act to apply.

Transfer of LP Interests in Data LP to DBFL

- (d) Data Group Inc. will transfer its limited partnership interest in Data LP to DBFL on January 1, 2012 in consideration for shares of DBFL, on a tax-deferred rollover basis under subsection 85(1) of the Tax Act.

Dissolution of Data LP

- (e) Data LP will be wound up into DBFL and dissolved on January 1, 2012 in accordance with the limited partnership agreement dated as of September 30, 2006 and its assets and liabilities will be distributed to, or assumed by, DBFL.

Change of DBFL's Name

- (f) DBFL will change its name to "Data Group Ltd."

Second Supplemental Indenture

- (g) Data Group Inc. will become the successor debtor under the Indenture, as confirmed pursuant to a second supplemental indenture to be entered into between Data Group Inc. and Computershare Trust Company of Canada, as debenture trustee.

3.02 Upon the exchanges at the Effective Time of Units for Common Shares pursuant to Section 3.01:

- (i) each former holder of Units shall cease to be the holder of the Units so exchanged and the name of each such holder shall be removed from the register of holders of Units;
- (ii) each such holder of Units shall become the holder of the Common Shares exchanged for the Units by such holder and shall be added to the register of holders of Common Shares in respect thereof; and
- (iii) Data Group Inc. shall become the holder of the Units so exchanged and shall be added to the register of holders of Units in respect thereof.

ARTICLE 4

OUTSTANDING CERTIFICATES AND FRACTIONAL SECURITIES

- 4.01** From and after the Effective Time, any certificates formerly representing Units shall represent only the right to receive Common Shares in respect thereof in this Plan of Arrangement.
- 4.02** If any certificate which immediately prior to the Effective Time represented an interest in outstanding Units that were transferred pursuant to subsection 3.01(a) hereof has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to have been lost, stolen or destroyed, the registered holder thereof in the Unit register shall, as a condition precedent to the receipt of any Common Shares to be issued to such Person, provide to Data Group Inc. a bond, in form and substance satisfactory to Data Group Inc., or otherwise indemnify Data Group Inc. to its satisfaction, in its sole and absolute discretion, against any claim that may be made against them with respect to the certificate alleged to have been lost, stolen or destroyed.
- 4.03** No fractional Common Shares, and no certificates representing fractional Common Shares, shall be issued pursuant to the Plan of Arrangement.

ARTICLE 5
AMENDMENTS

- 5.01 The Parties to the Arrangement Agreement may amend this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment must be: (i) set out in writing; (ii) approved by each of the parties; and (iii) filed with the Court.
- 5.02 Any amendment, modification or supplement to this Plan of Arrangement may be made prior to the Effective Time by the Parties to the Arrangement Agreement (or, if following the Arrangement, Data Group Inc.) without the approval of the Court or the Unitholders, provided that it concerns a matter which, in the reasonable opinion of the Fund, DBFL and Data Group Inc. (or, if following the Arrangement, Data Group Inc.), is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement or is not adverse to the financial or economic interests of any former holder of Units.
- 5.03 Subject to Section 6.02, any amendment to this Plan of Arrangement may be proposed by the Parties to the Arrangement Agreement at any time prior to or at the Meeting (provided that each of the parties shall have consented thereto) with or without any other prior notice or communication to Unitholders, and if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- 5.04 Subject to Section 6.02, the Parties to the Arrangement Agreement may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Meeting and prior to the Effective Time with the approval of the Court and, if and as required by the Court, after communication to Unitholders.

ARTICLE 6
GENERAL

- 6.01 Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.
- 6.02 If, prior to the Effective Date, any term or provision of this Plan of Arrangement is held by the Court to be invalid, void or unenforceable, the Court, at the request of any parties, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan of Arrangement shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.
- 6.03 This Plan of Arrangement shall be governed by and construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to conflicts of law rules. Any questions as to the interpretation or application of this Plan of Arrangement and all proceedings taken in connection with this Plan of Arrangement and its provisions shall be subject to the exclusive jurisdiction of the Court.

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

LA PRÉSENT ATTESTE QUE CE DOCUMENT, DONT CHACUNE DES PAGES EST REVÊTUE DU SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE À TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU

DATED AT TORONTO THIS 25th DAY OF November 20 11
FAIT À TORONTO LE 25th JOUR DE NOVEMBRE 20 11

Court File No. CV-11-9158-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

) WEDNESDAY, THE 25TH
)
) DAY OF MAY, 2011

**THE HONOURABLE
JUSTICE MESBUR**

IN THE MATTER OF AN APPLICATION under section 182 of the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B.16, as amended

AND AN APPLICATION under Rule 14.05(2) and Rule 14.05(3)(f) of the *Rules of Civil Procedure*

AND IN THE MATTER OF a proposed plan of arrangement involving The Data Group Income Fund, The Data Group Limited Partnership, Data Business Forms Limited and Data Group Inc.

**THE DATA GROUP INCOME FUND, THE DATA GROUP LIMITED PARTNERSHIP,
DATA BUSINESS FORMS LIMITED and DATA GROUP INC.**

Applicants

APPLICATION UNDER section 182 of the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B. 16, as amended, and Rule 14.05 of the *Rules of Civil Procedure*

**A M E N D E D O R D E R
(ORDER APPROVING ARRANGEMENT)**

THIS APPLICATION, made by the Applicants, The Data Group Income Fund (the "Fund"), The Data Group Limited Partnership ("Data LP"), Data Business Forms Limited ("DBFL") and Data Group Inc. ("New Data Group") pursuant to section 182 of the *Business*

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DATED AT TORONTO THIS 23 DAY OF November 20 11
FAIT À TORONTO LE 23 JOUR DE NOVEMBRE 20 11

~~Corporation (Ontario)~~, as amended (the "OBCA"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application issued on March 30, 2011, the affidavit of Paul O'Shea sworn March 30, 2011, the supplementary affidavit of Paul O'Shea sworn May 17, 2011, together with the exhibits thereto, and the Interim Order of the Honourable Justice Mesbur dated April 4, 2011 and

ON HEARING the submissions of counsel for the Fund, Data LP, DBFL and New Data Group, no-one appearing for any other person, including any unitholder of the Fund, and having determined that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order, is an arrangement for the purposes of section 182 of the OBCA and is fair and reasonable in accordance with the requirements of that section,


1. THIS COURT ORDERS that the Arrangement, as described in the Plan of Arrangement, attached as Schedule "A" to this order shall be and is hereby approved.
2. THIS COURT ORDERS that the Applicants shall be entitled to seek leave to vary this order upon such terms upon giving such notice as this Honourable Court may direct, to seek the advice and directions of this Honourable Court as to the implementation of this order, and to apply for such further order or orders as may be appropriate.

FILED AT / DÉPOSÉ À TORONTO
IN / BOOK NO:
LE / DANS LE REG. STRE. NO.:

OCT 31 2011

PER/PAR:

LB



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- 3 -

DATED AT TORONTO THIS 23 DAY OF November 20 11
FAIT À TORONTO LE

REGISTRAR

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SCHEDULE A
PLAN OF ARRANGEMENT
UNDER SECTION 182 OF THE
BUSINESS CORPORATIONS ACT (ONTARIO)

ARTICLE 1
INTERPRETATION

L01 In this Plan of Arrangement, the following terms have the following meanings:

"2010 Debentures" means the \$45 million aggregate principal amount of 6.00% convertible unsecured subordinated debentures of the Fund;

"Arrangement", "herein", "hereof", "hereto", "hereunder" and similar expressions mean and refer to the arrangement pursuant to Section 182 of the OBCA set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

"Arrangement Agreement" means the arrangement agreement dated as of April 4, 2011, among the Fund, DBFL and Data Group Inc. with respect to the Arrangement and all amendments thereto;

"Arrangement Certificate" means the certificate which may be issued by the OBCA Director pursuant to subsection 183(2) of the OBCA;

"Arrangement Resolution" means the special resolution of the Unitholders approving the Arrangement;

"Articles of Arrangement" means the articles in respect of the Arrangement required under subsection 183(1) of the OBCA to be filed with the OBCA Director after the Final Order has been granted giving effect to the Arrangement;

"Business Day" means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open for business in the City of Toronto, in the Province of Ontario, for the transaction of banking business;

"Common Shares" means the common shares in the capital of Data Group Inc.;

"Court" means the Ontario Superior Court of Justice;

"Data LP" means The Data Group Limited Partnership;

"DBFL" means Data Business Forms Limited;

"Declaration of Trust" declaration of trust dated November 15, 2004 and amended and restated as of December 14, 2004, September 30, 2006 and May 12, 2010, pursuant to which the Fund was created and is governed, as the same may be amended or restated from time to time;

"Effective Date" means the date the Arrangement is effective under the OBCA;

"Effective Time" means the time at which the Articles of Arrangement and Plan of Arrangement are filed with the OBCA Director on the Effective Date;

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FAIT À TORONTO LE JOUR DE

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"Interim Order" means the final order of the Court approving this Arrangement pursuant to subsection 182(5) of the OBCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"Fund" means The Data Group Income Fund;

"Indenture" means the trust indenture dated as of August 31, 2006 between the Fund and Computershare Trust Company of Canada, as debenture trustee, as supplemented by the first supplemental indenture dated as of April 27, 2010;

"Interim Order" means the interim order of the Court under subsection 182(5) of the OBCA containing declarations and directions with respect to this Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"Meeting" means the annual and special meeting of Unitholders scheduled to be held on May 17, 2011 to consider the Arrangement and related matters, and any adjournment thereof;

"Non-Resident" means: (i) a Person who for the purposes of the Tax Act is neither a resident nor deemed to be resident in Canada (including as a consequence of an applicable income tax treaty or convention); or (ii) a partnership that is not a Canadian partnership for the purposes of the Tax Act;

"OBCA" means the Business Corporations Act (Ontario), R.S.O. 1990, c. B-16, as amended, including the regulations promulgated thereunder, in either case, as amended;

"OBCA Director" means the Director appointed under Section 278 of the OBCA;

"Person" means an individual, partnership, association, body corporate, trust, unincorporated organization, government, regulatory authority, or other entity;

"Second Supplemental Indenture" means the second supplemental indenture to the Indenture, dated December 31, 2011, between Data Group Inc. and Computershare Trust Company of Canada, as debenture trustee;

"Tax Act" means the Income Tax Act, R.S.C. 1985, c. 1. (5th Sapp), as amended, including the regulations promulgated thereunder;

"Unitholders" means the holders of the Units; and

"Units" means the trust units of the Fund.

- 1.02 The division of this Plan of Arrangement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Plan of Arrangement.
- 1.03 In this Plan of Arrangement, words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term "including" means "including without limiting the generality of the foregoing."
- 1.04 In this Plan of Arrangement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same

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DATED AT TORONTO THIS 23rd DAY OF November 20 11
FAIT A TORONTO LE 23^e JOUR DE Novembre 20 11

REGISTRAR

GREFFIER

may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

ARTICLE 2 ARRANGEMENT AGREEMENT

- 2.01 This Plan of Arrangement is made pursuant to, and is subject to the provisions of, and forms part of, the Arrangement Agreement.
- 2.02 This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issue of the Arrangement Certificate, if any, shall become effective on, and be binding on and after, the Effective Time on the Unitholders and each of the parties to the Arrangement Agreement.
- 2.03 The Articles of Arrangement and Arrangement Certificate shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Arrangement Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence and at the times set out therein. If no Arrangement Certificate is required to be issued by the OBCA Director pursuant to section 182 of the OBCA, the Arrangement shall become effective on the date the Articles of Arrangement are filed with the OBCA Director pursuant to subsection 183(1) of the OBCA.
- 2.04 Other than as expressly provided for herein, no portion of this Plan of Arrangement shall take effect with respect to any party or Person until the Effective Time. Furthermore, each of the events listed in Article 3 shall be, without affecting the timing set out in Article 3, mutually conditional, such that no event described in said Article 3 may occur without all steps occurring, and those events shall effect the integrated transaction which constitutes the Arrangement.

ARTICLE 3 ARRANGEMENT

- 3.01 Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following order, each occurring five minutes apart (unless otherwise noted) without any further act or formality, except as otherwise provided in the Plan of Arrangement:

Exchange of Units for Common Shares

- (a) Unitholders will exchange their Units in consideration for Common Shares, on the basis of one Common Share for each Unit so transferred. Such exchange is to occur on a tax-deferred basis, under the non-elective automatic rollover in section 85.1 of the Tax Act.

Redemption of Initial Common Share

- (b) The initial Common Share issued to incorporate and organize Data Group Inc. will be redeemed by Data Group Inc. for \$1 in cash.

Dissolution of the Fund

- (c) The Fund will be dissolved in accordance with the Declaration of Trust and its assets and liabilities will be distributed to, or assumed by, Data Group Inc., pursuant to section 88.1 of the Tax Act. The Fund will elect for section 88.1 of the Tax Act to apply.

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DATED AT TORONTO THIS 23rd DAY OF November 2011
FAIT A TORONTO LE JOUR DE - 6 -



GREFFIER

Transfer of LP Interests in Data LP to DBFL

- (d) Data Group Inc. will transfer its limited partnership interest in Data LP to DBFL on January 1, 2012 in consideration for shares of DBFL, on a tax-deferred rollover basis under subsection 85(1) of the Tax Act.

Dissolution of Data LP

- (e) Data LP will be wound up into DBFL and dissolved on January 1, 2012 in accordance with the limited partnership agreement dated as of September 30, 2006 and its assets and liabilities will be distributed to, or assumed by, DBFL.

Change of DBFL's Name

- (f) DBFL will change its name to "Data Group Ltd."

Second Supplemental Indenture

- (g) Data Group Inc. will become the successor debtor under the Indenture, as confirmed pursuant to a second supplemental indenture to be entered into between Data Group Inc. and Computershare Trust Company of Canada, as debenture trustee.

3.02 Upon the exchanges at the Effective Time of Units for Common Shares pursuant to Section 3.01:

- (i) each former holder of Units shall cease to be the holder of the Units so exchanged and the name of each such holder shall be removed from the register of holders of Units;
- (ii) each such holder of Units shall become the holder of the Common Shares exchanged for the Units by such holder and shall be added to the register of holders of Common Shares in respect thereof; and
- (iii) Data Group Inc. shall become the holder of the Units so exchanged and shall be added to the register of holders of Units in respect thereof.

ARTICLE 4

OUTSTANDING CERTIFICATES AND FRACTIONAL SECURITIES

- 4.01 From and after the Effective Time, any certificates formerly representing Units shall represent only the right to receive Common Shares in respect thereof in this Plan of Arrangement.
- 4.02 If any certificate which immediately prior to the Effective Time represented an interest in outstanding Units that were transferred pursuant to subsection 3.01(a) hereof has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to have been lost, stolen or destroyed, the registered holder thereof in the Unit register shall, as a condition precedent to the receipt of any Common Shares to be issued to such Person, provide to Data Group Inc. a bond, in form and substance satisfactory to Data Group Inc., or otherwise indemnify Data Group Inc. to its satisfaction, in its sole and absolute discretion, against any claim that may be made against them with respect to the certificate alleged to have been lost, stolen or destroyed.
- 4.03 No fractional Common Shares, and no certificates representing fractional Common Shares, shall be issued pursuant to the Plan of Arrangement.

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

LA PRÉSENT ATTESTE QUE CE DOCUMENT, DONT CHAQUE DES PAGES EST REVÊTUE DU SÉAL DE LA COUR SUPÉRIEURE DE JUSTICE À TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU

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DATED AT TORONTO THIS 22nd DAY OF November 20 11
FAIT À TORONTO LE 22^e JOUR DE NOVEMBRE 20 11

ARTICLE 5

AMENDMENTS

REGISTRAR

GREFFIER

5.01 The Parties to the Arrangement Agreement may amend this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment must be: (i) set out in writing; (ii) approved by each of the parties; and (iii) filed with the Court.

5.02 Any amendment, modification or supplement to this Plan of Arrangement may be made prior to the Effective Time by the Parties to the Arrangement Agreement (or, if following the Arrangement, Data Group Inc.) without the approval of the Court or the Unitholders, provided that it concerns a matter which, in the reasonable opinion of the Fund, DBFL and Data Group Inc. (or, if following the Arrangement, Data Group Inc.), is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement or is not adverse to the financial or economic interests of any former holder of Units.

5.03 Subject to Section 6.02, any amendment to this Plan of Arrangement may be proposed by the Parties to the Arrangement Agreement at any time prior to or at the Meeting (provided that each of the parties shall have consented thereto) with or without any other prior notice or communication to Unitholders, and if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

5.04 Subject to Section 6.02, the Parties to the Arrangement Agreement may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Meeting and prior to the Effective Time with the approval of the Court and, if and as required by the Court, after communication to Unitholders.

ARTICLE 6
GENERAL

6.01 Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

6.02 If, prior to the Effective Date, any term or provision of this Plan of Arrangement is held by the Court to be invalid, void or unenforceable, the Court, at the request of any parties, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan of Arrangement shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

6.03 This Plan of Arrangement shall be governed by and construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to conflicts of law rules. Any questions as to the interpretation or application of this Plan of Arrangement and all proceedings taken in connection with this Plan of Arrangement and its provisions shall be subject to the exclusive jurisdiction of the Court.