

**THIRTEENTH AMENDMENT TO CREDIT AGREEMENT**

**THIS THIRTEENTH AMENDMENT TO CREDIT AGREEMENT** (this “**Amendment**”) is made as of June 5, 2024, among:

**BAYLIN TECHNOLOGIES INC.** (the “**Borrower**”)

- and -

**ROYAL BANK OF CANADA**, in its capacity as the administrative agent (the “**Agent**”)

- and -

**ROYAL BANK OF CANADA** as lender (the “**Lender**”)

**RECITALS**

- A. The Agent, the Borrower, the Lender and HSBC Bank Canada have entered into a credit agreement, dated March 29, 2019, as amended by a first amendment to credit agreement dated June 8, 2020, a second amendment to credit agreement dated December 2, 2020, a third amendment to credit agreement dated May 10, 2021, a waiver and fourth amendment to credit agreement dated August 11, 2021, a waiver and fifth amendment to credit agreement dated October 12, 2021, a waiver and consent dated November 22, 2021, a consent, waiver and sixth amendment to credit agreement dated March 7, 2022, a seventh amendment to credit agreement dated July 11, 2022, an eighth amendment to credit agreement dated September 14, 2022, a ninth amendment to credit agreement dated May 2, 2023 tenth amendment to credit agreement dated September 28, 2023, a waiver and eleventh amendment to credit agreement dated February 12, 2024 and a twelfth amendment to credit agreement dated March 8, 2024 (as further amended, restated, supplemented or replaced from time to time, collectively, the “**Credit Agreement**”).
- B. Effective March 29, 2024, Royal Bank of Canada, HSBC Bank Canada, HSBC Trust Company (Canada), HSBC Mortgage Corporation (Canada) and HSBC Finance Mortgages Inc. amalgamated and continued as one bank under the name in English, “Royal Bank of Canada”.
- C. The Borrower requested, and the Agent and the Lender have agreed to make, certain amendments to the terms and conditions of the Credit Agreement.

**NOW THEREFORE**, in consideration of the covenants and agreements contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Credit Agreement.

2. **Amendments to Credit Agreement.** The Credit Agreement is hereby amended as follows:

2.1. Section 1.01 (Definitions) of the Credit Agreement is amended by:

- (a) Adding the following definitions to Section 1.01 of the Credit Agreement in alphabetical order:

“**CDOR Discontinuation Date**” means the Thirteenth Amendment Date.

“**Thirteenth Amendment Date**” means June 5, 2024.

- (b) Deleting the definition of “**Maturity Date**” and replacing it with the following:

““**Maturity Date**” means the earlier of (i) January 31, 2025, and (ii) the date on which the Credit Facilities are terminated pursuant to Section 12.02.”

- (c) Deleting the definition of “**Ningbo Bank Debt**” and replacing it with the following:

““**Ningbo Bank Debt**” means the aggregate 30,000,000-yuan loan facilities in favour of the Chinese Guarantor from the Bank of Ningbo Co., Ltd. and an Affiliate of the Bank of Ningbo Co., Ltd., secured by the Chinese Guarantor’s assets.”

- (d) Deleting the definition of “**Prime Rate**” and replacing it with the following:

““**Prime Rate**” means the annual rate of interest announced from time to time by the Agent as being its reference rate then in effect on such day for determining interest rates on Canadian Dollar denominated commercial loans made by it in Canada. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Any change in the Prime Rate determined by the Agent shall be effective on the date the change becomes effective.”

2.2. Renumbering Section 2.16 as Section 2.17 and adding the following as a new Section 2.17(A) of the Credit Agreement:

“2.17(A) **CDOR Discontinuation Date** Notwithstanding any other provision of this Agreement or any other Loan Document, with effect from the CDOR Discontinuation Date:

- (i) the right of the Borrower to request, and the obligation of the Lenders to make or maintain, BA Rate Advances shall be permanently terminated;
- (ii) all Drawdowns, Conversions and Rollovers under a Credit Facility in Canadian Dollars, as applicable, shall be by way of Prime Rate Advances only; and

- (iii) any BA Rate Advance outstanding on the CDOR Discontinuation Date shall automatically convert into a Prime Rate Advance. Upon any such conversion, the Borrower shall also pay any additional amounts required pursuant to this Agreement.”

2.3. Article 10 (Covenants) of the Credit Agreement is hereby amended by deleting Section 10.02(4) and replacing it with the following:

“(4) Minimum Liquidity The Borrower, on a consolidated basis with the Obligors, will ensure that Liquidity is at all times greater than (i) \$7,500,000 until December 31, 2022, (ii) \$4,000,000 commencing on January 1, 2023 up to and including April 23, 2023, (iii) \$3,000,000 commencing on April 24, 2023 up to and including May 31, 2023, (iv) \$4,000,000 commencing June 1, 2023 up to and including September 29, 2023; (v) \$3,000,000 commencing September 30, 2023 up to and including March 31, 2024; (vi) \$2,000,000 commencing April 1, 2024 up to and including September 30, 2024, and (vii) \$3,000,000 commencing on October 1, 2024 and at all times thereafter, *provided that* notwithstanding the foregoing, commencing January 31, 2024, the Liquidity covenant will be tested on the last day of each calendar month only.”

2.4. Schedule A (Lenders and Commitments) of the Credit Agreement is deleted in its entirety and replaced with Schedule A attached hereto as Exhibit I.

3. **Conditions Precedent.** The effectiveness of this Amendment shall be conditional upon each of the following, each of which must be fulfilled by the Borrower in form and substance satisfactory to the Agent or waived by the Agent in writing prior to the effectiveness hereof:

- (a) receipt, by the Agent, of a fully executed copy of this Amendment;
- (b) payment of an one time extension and work fee of \$50,000 to the Lender;
- (c) confirmation (as contained herein) that no Default or Event of Default has occurred; and
- (d) confirmation (as contained herein) that all representations and warranties contained in the Credit Agreement are true and correct as if made on the date hereof except to the extent that such representations and warranties relate solely to an earlier date.

4. **Representations and Warranties.** The Borrower hereby represents and warrants to the Agent and the Lenders as follows:

- (a) it has all requisite power and authority to execute this Amendment and any other agreements or instruments required hereunder and to perform all obligations hereunder, and this Amendment constitutes legal, valid and binding obligations, enforceable in accordance with its terms;

- (b) the execution, delivery and performance by it of this Amendment and any other agreements or instruments required hereunder have been duly authorized by all necessary corporate or other action and do not require any authorization, consent or approval by any Governmental Authority or other Person, or violate any Applicable Law;
  - (c) all of the representations and warranties contained in Credit Agreement are correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date;
  - (d) no Default or Event of Default has occurred and is continuing; and
  - (e) the Borrower shall have reimbursed the Agent and the Lenders for their costs and expenses in accordance with Section 10.
5. **References.** All references in the Credit Agreement to “this Agreement” shall be deemed to refer to the Credit Agreement as amended hereby; and any and all references in the other Loan Documents to the Credit Agreement shall be deemed to refer to the Credit Agreement as amended hereby. This Amendment is a Loan Document.
6. **No Other Changes.** Except as explicitly amended by this Amendment, all of the terms and conditions of the Credit Agreement shall remain in full force and effect and un-amended hereby.
7. **Costs and Expenses.** The Borrower reaffirms its agreement under the Credit Agreement to pay or reimburse the Agent and the Lenders on demand for all costs and expenses incurred by the Agent and the Lenders in connection with the Loan Documents, including without limitation all reasonable fees and disbursements of advisors to the Agent and Lenders, including without limitation legal counsel.
8. **Miscellaneous.** This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.
9. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.
10. **Counterparts; Electronic Execution.** This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words “execution”, “signed”, “signature”, and words of like import in this Amendment shall be deemed to include electronic signature or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties hereto have executed this Amendment as of the date first written above.

**BORROWER:**

**BAYLIN TECHNOLOGIES INC.**

By:   
\_\_\_\_\_  
Name: Leighton Carroll  
Title: Chief Executive Officer

**AGENT:**

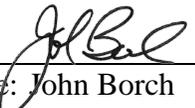
**ROYAL BANK OF CANADA, as Agent**

By:   
Name: John Borch  
Title: Senior Lead

By:   
Name: Paul Irving  
Title: Senior Director

**LENDER:**

**ROYAL BANK OF CANADA, as Lender**

By:   
Name: John Borch  
Title: Senior Lead

By:   
Name: Paul Irving  
Title: Senior Director

**AGREED AND ACKNOWLEDGED BY EACH OF THE FOLLOWING GUARANTORS:**

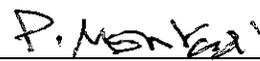
**GALTRONICS USA, INC., as Guarantor**

By:   
Name: Leighton Carroll  
Title: Chief Executive Officer

**GALTRONICS ELECTRONICS (WUXI)  
CO., LTD., as Guarantor**

By:   
Name: Leighton Carroll  
Title: Director

**GALTRONICS CANADA INC., as  
Guarantor**

By:   
Name: Philip Mohtadi  
Title: Corporate Secretary

**ADVANTECH WIRELESS  
TECHNOLOGIES INC., as Guarantor**

By:   
Name: Leighton Carroll  
Title: Chief Executive Officer

**ADVANTECH WIRELESS  
TECHNOLOGIES (USA) INC.,** as  
Guarantor

By:   
Name: Leighton Carroll  
Title: Chief Executive Officer

**GALTRONICS KOREA CO. LTD.,** as  
Guarantor

By:   
Name: Leighton Carroll  
Title: Director

**GALTRONICS CORPORATION LTD.  
(DELAWARE),** as Guarantor

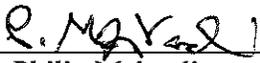
By:   
Name: Philip Mohtadi  
Title: Corporate Secretary

EXHIBIT I

SCHEDULE A

LENDER AND COMMITMENTS

<b><u>Lender</u></b>	<b><u>Revolving Facility</u></b>	<b><u>Term Facility</u></b>	<b><u>Swingline Facility 2</u></b>
Royal Bank of Canada	Cdn.\$8,425,926	--	--
Royal Bank of Canada (previously HSBC Bank Canada)	Cdn.\$2,407,407	--	Cdn.4,166,666.67
	Cdn.\$10,833,333	--	Cdn.4,166,666.67