

AMENDMENT TO CREDIT AGREEMENT

THIS AMENDMENT TO CREDIT AGREEMENT (this “**Amendment**”) is made as of January 28, 2026, 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 and the have entered into an amended and restated credit agreement dated May 29, 2025 (as further amended, restated, supplemented or replaced from time to time, collectively, the “**Credit Agreement**”).
- B. 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:
 - (a) The definition of “**Maturity Date**” is amended by deleting the words “January 31, 2026” and replacing the same with “April 30, 2026”.
 - (b) Section 10.02(1) is amended by inserting the following at the end of such section:

“In addition to and notwithstanding the foregoing, commencing January 31, 2026, the Borrower, on a consolidated basis with the Obligors, will ensure that its Senior Debt to EBITDA Ratio as at the end of each calendar month, is not greater than 2.75:1.00.”
 - (c) Section 10.01(2) is amended by adding the following at the end of such section:

“In addition to and notwithstanding the foregoing, commencing January 31, 2026, the Borrower, on a consolidated basis with the Obligors, will ensure that its Fixed

Charge Coverage Ratio as at the end of each calendar month, is greater than 1.15:1.00.”

- (d) Section 10.01(4) is deleted in its entirety and replaced with the following:

“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, (vii) \$3,000,000 commencing on October 1, 2024 up to and including March 31, 2025, (viii) \$2,700,000 commencing on April 1, 2025 up to and including April 30, 2025, and (ix) \$3,000,000 commencing May 1, 2025 up to and including December 31, 2025, *provided that* notwithstanding the foregoing, commencing January 31, 2024, the Liquidity covenant will be tested on the last day of each calendar month only.”

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 a one time extension and work fee of \$10,000 to the Lender;
- (c) confirmation (as contained herein) that no Default or Event of Default has occurred, other than the Existing Defaults (defined below); 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 8.
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: Anastasiya Andrushchyshyn
Title: Manager, Agency Services

By: _____
Name:
Title:

LENDER:

ROYAL BANK OF CANADA, as Lender

By: 

Name: [Nada Hamadi](#)
Title: [Senior Director](#)

By: _____
Name:
Title:

AGREED AND ACKNOWLEDGED BY EACH OF THE FOLLOWING GUARANTORS:

GALTRONICS USA, INC., as Guarantor

By: 

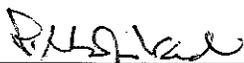
Name: Leighton Carroll
Title: Chief Executive Officer

**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: 

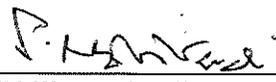
Name: Leighton Carroll
Title: Chief Executive Officer

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

By: 

Name: Leighton Carroll
Title: Chief Executive Officer

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

By: 

Name: Philip Mohtadi
Title: Corporate Secretary