

CREDIT AGREEMENT

dated as of January 15, 2024

between

TECHFLOW SOLUTIONS INC.

(as Borrower)

and

FIRST NATIONAL BANK, N.A.

(as Administrative Agent and Lender)

REVOLVING CREDIT FACILITY

\$25,000,000

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

As used in this Agreement, the following terms have the meanings specified below:

"Borrower" means TechFlow Solutions Inc., a Delaware corporation.

"Commitment Amount" means Twenty-Five Million Dollars (\$25,000,000).

"EBITDA" means, for any period, Net Income for such period plus (a) Interest Expense, (b) income tax expense, (c) depreciation expense, and (d) amortization expense, in each case to the extent deducted in determining Net Income.

"Interest Coverage Ratio" means, as of any date of determination, the ratio of (a) EBITDA for the trailing twelve-month period to (b) Interest Expense for such period.

"Leverage Ratio" means, as of any date of determination, the ratio of (a) Total Debt as of such date to (b) EBITDA for the trailing twelve-month period.

"Maturity Date" means January 15, 2029.

"Total Debt" means all indebtedness for borrowed money, including capital leases.

2. THE CREDIT FACILITY

2.1 Revolving Loans

Subject to the terms and conditions hereof, the Lender agrees to make revolving loans to the Borrower from time to time during the Availability Period in an aggregate principal amount not to exceed the Commitment Amount.

2.2 Interest Rate

Each Loan shall bear interest at a rate per annum equal to SOFR plus 2.50% (the "Applicable Margin").

2.3 Maturity

The Loans, together with all accrued and unpaid interest, shall be due and payable on the Maturity Date.

3. FINANCIAL COVENANTS

The Borrower covenants and agrees that, so long as any Obligation remains outstanding:

3.1 Maximum Leverage Ratio

The Borrower shall not permit the Leverage Ratio, measured as of the last day of each fiscal quarter, to exceed the following:

Period	Maximum Ratio
Closing Date through December 31, 2024	4.50:1.00
January 1, 2025 through December 31, 2025	4.00:1.00
January 1, 2026 and thereafter	3.50:1.00

3.2 Minimum Interest Coverage Ratio

The Borrower shall not permit the Interest Coverage Ratio, measured as of the last day of each fiscal quarter, to be less than **2.50:1.00**.

3.3 Minimum EBITDA

The Borrower shall not permit EBITDA, measured for the trailing twelve-month period ending on the last day of each fiscal quarter, to be less than **\$8,000,000**.

4. REPORTING REQUIREMENTS

4.1 Compliance Certificate

Within 45 days after the end of each fiscal quarter, the Borrower shall deliver to the Administrative Agent a Compliance Certificate signed by the Chief Financial Officer certifying:

- (a) Compliance with all financial covenants;
- (b) Calculation of Leverage Ratio;

- (c) Calculation of Interest Coverage Ratio;
- (d) EBITDA for the trailing twelve-month period;
- (e) Whether any Default or Event of Default exists.

4.2 Financial Statements

The Borrower shall deliver:

- (a) Within 45 days after each fiscal quarter, unaudited quarterly financial statements;
- (b) Within 90 days after each fiscal year, audited annual financial statements.

5. EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default:

- (a) Failure to pay any principal when due;
- (b) Failure to pay any interest within 5 days of when due;
- (c) Breach of any financial covenant;
- (d) Any representation or warranty proving to be false in any material respect;
- (e) Cross-default on other indebtedness exceeding \$1,000,000.

6. SIGNATURES

BORROWER:

TECHFLOW SOLUTIONS INC.

By: _____

Name: Michael Chen

Title: Chief Executive Officer

Date: January 15, 2024

LENDER:

FIRST NATIONAL BANK, N.A.

By: _____

Name: Sarah Williams

Title: Senior Vice President

Date: January 15, 2024