United States
Securities and Exchange Commission
Washington, D.C. 20549

Form 8-K
Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 23, 2026

CADRE HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware	001-40698	38-3873146
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

13386 International Pkwy Jacksonville, Florida	32218
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (904) 741-5400

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

¨ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

¨ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

¨ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

¨ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol**	**Name of each exchange on which registered**
Common Stock, par value $.0001	CDRE	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

x Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ¨

Item 1.01 Entry into a Material Definitive Agreement.

On July 23, 2026, Med-Eng Holdings ULC, Pacific Safety Products Inc., ICOR Technology Inc. and TYR Tactical Canada ULC, the Company's Canadian subsidiaries, as borrowers (the "Canadian Borrowers"), and Safariland, LLC, as guarantor (the "Canadian Guarantor"), closed on a line of credit pursuant to an Amended and Restated Loan Agreement (the "Canadian Loan Agreement") and an Amended and Restated Revolving Line of Credit Note (the "Note") with PNC Bank Canada Branch ("PNC Canada"), as lender pursuant to which the Canadian Borrowers may borrow up to CDN$20.0 million under a revolving line of credit (including up to CDN$6.0 million for letters of credit) (the "Revolving Canadian Loan"). The Revolving Canadian Loan matures on December 20, 2029. The Canadian Loan Agreement is guaranteed by the Canadian Guarantor pursuant to an Amended and Restated Guaranty and Suretyship Agreement. The Canadian Loan Agreement amends and restates the prior Canadian loan agreement, which was entered into on October 14, 2021, in its entirety.

The Canadian Borrowers may elect to have borrowings either in United States dollars or Canadian dollars under the Canadian Loan Agreement, which will bear interest, in the case of borrowings in United States dollars, at a base rate, daily SOFR or term SOFR, in each case, plus an applicable margin, and, in the case of borrowings in Canadian dollars, at a Canadian Prime Rate (as announced from time to time by PNC Canada) or the daily Canadian Overnight Repo Rate Average ("CORRA") as determined from time to time by the Bank of Canada (or any successor administrator of CORRA). The applicable margin for these borrowings will range, based on the Company's consolidated total net leverage ratio, from 0.50% to 1.50% per annum, in the case of base rate borrowings and Canadian Prime Rate borrowings, and 1.50% to 2.50% per annum, in the case of daily SOFR borrowings, term SOFR borrowings and CORRA borrowings. The Canadian Loan Agreement also requires the Canadian Borrowers to pay an unused line fee on the unused portion of the loan commitments in an amount ranging between 0.175% and 0.25% per annum, based upon the level of the Company's consolidated total net leverage ratio.

The Canadian Loan Agreement also contains customary representations and warranties, and affirmative and negative covenants, including, among others, limitations on additional indebtedness, entry into new lines of business, entry into guarantee agreements, making of any loans or advances to, or investments in, any other person, restrictions on liens on the assets of the Canadian Borrowers and mergers, transfers of assets and acquisitions. The Canadian Loan Agreement and Note also contain customary events of default that include, among others, non-payment of principal, interest or fees, violation of covenants, inaccuracy of representations and warranties, failure to make payment on, or defaults with respect to, certain other indebtedness, bankruptcy and insolvency events, judgments and change of control provisions. Upon the occurrence of an event of default, and after the expiration of any applicable grace period, payment of any outstanding loans under the Canadian Loan Agreement may be accelerated.

The foregoing description of the Canadian Loan Agreement and the Note does not purport to be complete and is qualified in its entirety by reference to the full text of the Canadian Loan Agreement and the Note, copies of which are filed herewith as Exhibit 10.1 and Exhibit 10.2, respectively, and are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 of this Current Report on Form 8-K is hereby incorporated in this Item 2.03 by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits. The following Exhibits are filed herewith as a part of this Report:

Exhibit	Description
10.1	Amended and Restated Loan Agreement, dated as of July 23, 2026, among Med-Eng Holdings ULC, Pacific Safety Products Inc., ICOR Technology Inc. and TYR Tactical Canada ULC, as borrowers, and PNC Bank Canada Branch, as lender.
10.2	Amended and Restated Revolving Line of Credit Note, dated July 23, 2026, among Med-Eng Holdings ULC, Pacific Safety Products Inc., ICOR Technology Inc. and TYR Tactical Canada ULC, as borrowers, and PNC Bank Canada Branch, as lender.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: July 29, 2026

CADRE HOLDINGS, INC.

By:	/s/ Blaine Browers
Name:	Blaine Browers
Title:	Chief Financial Officer

EXHIBIT 10.1

AMENDED AND RESTATED LOAN AGREEMENT

THIS AMENDED AND RESTATED LOAN AGREEMENT (the "**Agreement**"), is entered into as of July 23, 2026, among **MED-ENG HOLDINGS ULC**, an unlimited liability company organized under the laws of British Columbia ("**Med-Eng**") with an address at 2400 St. Laurent Boulevard, Ottawa, Ontario, K1G 6C4, Canada, **PACIFIC SAFETY PRODUCTS INC.**, a corporation organized under the laws of Canada ("**Pacific Safety**") with an address at 124 4th Avenue, Arnprior, Ontario, K7S 0A9, Canada, **ICOR TECHNOLOGY INC**, a corporation organized under the laws of Ontario ("**ICOR**") with an address at 935 Ages Drive, Ottawa, Ontario, K1G 6L3, Canada, and **TYR TACTICAL CANADA ULC**, an unlimited company organized under the laws of Nova Scotia ("**TYR**"); and along with Med-Eng, Pacific Safety and ICOR, each a "**Borrower**" and collectively, the "**Borrowers**"), with an address at 8-10 Hearst Way, Units 10B, 10C, 10E, Kanata, Ontario K2L 2P4 , Canada, and **PNC BANK CANADA BRANCH** (the "**Bank**"), with an address at 130 King Street West, Suite 2140, Toronto, Ontario, M5X 1E4, Canada. This Agreement amends, restates and replaces (but does not constitute a novation of or affect the status of any liens or security interests granted pursuant to) that certain existing Loan Agreement dated October 14, 2021, between Med-Eng and Pacific Safety, as co-borrowers, and the Bank (as amended, supplemented or otherwise modified, the "**Existing Loan Agreement**"), and the Borrower's execution of this Agreement constitutes a ratification and confirmation of all liens and security interests granted under or pursuant to the Existing Loan Agreement.

The Borrowers and Bank with the intent to be legally bound, hereby agree as follows:

1. Loan. The Bank has made or may make one or more loans ("**Loan**") to the Borrowers, on a joint and several basis, subject to the terms and conditions and in reliance upon the representations and warranties of the Borrowers set forth in this Agreement. Each Loan shall be used for business purposes (and not for personal, family or household use) and is or will be evidenced by that certain Amended and Restated Revolving Line of Credit Note dated as of the date hereof made by the Borrowers in favor of the Bank and all renewals, extensions, amendments and restatements thereof (whether one or more, collectively, the "**Note**") acceptable to the Bank and the Borrowers, which shall set forth the interest rate, repayment and other provisions of the respective Loan, the terms of which (including the defined terms therein) are incorporated into this Agreement by reference. The Loans governed by this Agreement shall include the Loans specifically described below, if any, and any additional lines of credit or term loans that the Bank has made or may, in its sole discretion, make to the Borrowers in the future.

1.1. Line of Credit. One of the Loans governed by this Agreement is a committed revolving line of credit under which the Borrowers may request and the Bank, subject to the terms and conditions of this Agreement, will make advances to the Borrowers, on a joint and several basis, from time to time until the Expiration Date, in an aggregate amount outstanding at any time not to exceed C$20,000,000 (the "**Line of Credit**"). The "**Expiration Date**" shall have the meaning set forth in the Note. Each Borrower acknowledges and agrees that in no event will the Bank be under any obligation to extend or renew the Line of Credit beyond the Expiration Date. In no event shall the aggregate unpaid principal amount of advances under the Line of Credit exceed the face amount of the Line of Credit. Advances under the Line of Credit (a) will be used for working capital or other general business purposes of the Borrowers and (b) at the Borrowers' option, will be denominated in either U.S. Dollars or Canadian Dollars.

1.2. The Borrowers may request that the Bank, in lieu of cash advances, issue letters of credit (each individually a "**Letter of Credit**" and collectively, the "**Letters of Credit**") under the Line of Credit (including all banker's acceptances issued up to 180 days under the terms of any trade Letter of Credit) with an aggregate stated amount outstanding at any time not to exceed C$6,000,000; provided, however, that (a) after giving effect to the stated amount of such Letter of Credit, the sum of the aggregate outstanding advances under the Line of Credit and the aggregate stated amount of all Letters of Credit issued and outstanding shall not exceed the amount of the Line of Credit and (b) at the Borrowers' option, Letters of Credit will be denominated either U.S. Dollars or Canadian Dollars. The availability of advances under the Line of Credit shall be reduced by the stated amount of each Letter of Credit issued and outstanding (whether or not drawn). For purposes of this Agreement, the "stated amount" of any Letter of Credit shall include any automatic increases in the amount available to be drawn under the terms of such Letter of Credit, whether or not any such increase has become effective, and any deemed increase in the amount available to be drawn under the terms of a trade Letter of Credit as a result of any tolerance set forth in such trade Letter of Credit.

Unless otherwise consented to by the Bank in writing, each Letter of Credit shall have an expiry date which is not later than twelve (12) months following the Expiration Date (the "**Final LC Expiration Date**"). Each payment by the Bank under a Letter of Credit shall constitute an advance of principal under such Line of Credit and shall be evidenced by the Note; provided, however, that to the extent that such advances are not available or are legally prohibited at such time, the Borrower shall reimburse the Bank in accordance with the Reimbursement Agreement (as defined below) and applicable law.. The Letters of Credit shall be governed by the terms of this Agreement and by a reimbursement agreement, in form and content satisfactory to the Bank, executed by the Borrowers in favor of the Bank (the "**Reimbursement Agreement**"). Each request for the issuance of a Letter of Credit must be accompanied by the Borrowers' execution of an application on the Bank's standard forms (each, an "**Application**"), together with all supporting documentation. Each Letter of Credit will be issued in the Bank's sole discretion and in a form acceptable to the Bank. This Agreement and the other Loan Documents do not obligate the Bank or any other person to issue, amend, extend, refrain from terminating, or take or omit any other action as to any Letter of Credit, unless otherwise expressly agreed in writing by the Bank.

The Borrowers shall pay the Bank's standard issuance fee on the stated amount of each Letter of Credit upon issuance, together with such other customary fees and expenses therefor as shall be required by the Bank. In addition, the Borrowers shall pay to the Bank a fee (the "**Letter of Credit Commission**"), calculated daily (on the basis of a year of 360 days), on the amount available to be drawn at such time under all Letters of Credit issued and outstanding under the Line of Credit (including any amounts drawn thereunder and not reimbursed, regardless of the existence or satisfaction of any conditions or limitations on drawing) each day at a rate equal to the Applicable Margin for SOFR Rate Loans. The Letter of Credit Commission shall be payable quarterly in arrears on the first day of each fiscal quarter and on the Final LC Expiration Date. In no event shall the Letter of Credit Commission for any Letter of Credit be less than the minimum commission in effect from time to time.

On the Expiration Date, in addition to any other amounts payable to the Bank, the Borrower shall deliver to the Bank in immediately available funds an amount equal to 105% of the aggregate outstanding amount of any and all Letters of Credit. The Borrower hereby pledges and grants to the Bank a security interest in all such funds as security for the Obligations, acknowledges that the Bank shall at all times have control of such funds and shall be authorized to dispose or give disposition instructions or entitlement orders (as defined in the Uniform Commercial Code) with respect to such funds, without further consent of the Borrower or any other person, and shall promptly to do all further things that the Bank may deem necessary in order to grant and perfect the Bank's security interest therein.

2. Security. Upon the occurrence of an Event of Default (as defined in the Guarantor Credit Agreement), the security for repayment of the Loan shall include but not be limited to the collateral, guaranties and other documents hereafter executed and delivered to the Bank (the "**Security Documents**"), which shall secure repayment of the Loan and all other loans, advances, debts, liabilities, obligations, covenants and duties owing by the Borrowers to the Bank described therein (hereinafter referred to collectively as the "**Obligations**").

This Agreement, the Note, the Security Documents, that certain Amended and Restated Guaranty Agreement dated as of the date hereof by and among Safariland, LLC, a Delaware limited liability company (the "**Guarantor**") and the Bank (the "**Parent Guaranty**") and all other agreements and documents executed and/or delivered pursuant or subject hereto, as each may be amended, modified, extended or renewed from time to time, are collectively referred to as the "**Loan Documents**". Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Documents.

3. **Representations and Warranties.** Each Borrower hereby makes the following representations and warranties, which shall be continuing in nature and remain in full force and effect until the Obligations are paid in full, and which shall be true and correct except as otherwise set forth on the Addendum attached hereto and incorporated herein by reference (the "**Addendum**"):

3.1. Existence, Power and Authority. Each Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has the power and authority to own and operate its assets and to conduct its business as now or proposed to be carried on, and is duly qualified, licensed and in good standing to do business in all jurisdictions where its ownership of property or the nature of its business requires such qualification or licensing, except where the failure to be so qualified or licensed could not reasonably be expected to result in a material adverse change in its business, assets, operations, condition (financial or otherwise) or results of operation.

3.2. No Material Adverse Change. Since December 31, 2025, the Borrowers, taken as a whole, have not suffered any damage, destruction or loss, and no event or condition has occurred or exists, which has resulted or could reasonably be expected to result in a material adverse change in its business, assets, operations, condition (financial or otherwise) or results of operation of the Borrowers, taken as a whole.

3.3. Binding Obligations. Each Borrower has full power and authority to enter into the transactions provided for in this Agreement and has been duly authorized to do so by appropriate action of its Board of Directors if such Borrower is a corporation, its members and/or managers, as applicable, if such Borrower is a limited liability company, all its general partners if such Borrower is a partnership or otherwise as may be required by law, charter, other organizational documents or agreements; and the Loan Documents, when executed and delivered by such Borrower, will constitute the legal, valid and binding obligations of such Borrower enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights and remedies of creditors generally, general equitable principles and the availability of equitable remedies, in each case whether considered in a proceeding in equity or at law.

3.4. No Defaults or Violations. There does not exist any Default or Event of Default, as hereinafter defined, under this Agreement, and the consummation of this Agreement and the transactions set forth herein will not result in any Default or Event of Default. There does not exist any default or violation by any Borrower of or under any of the terms, conditions or obligations of: (i) its articles or certificate of incorporation, regulations and bylaws if such Borrower is a corporation, its articles or certificate of organization and operating agreement if such Borrower is a limited liability company, or its other organizational documents as applicable; (ii) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement, or other instrument to which it is a party or by which it is bound; or (iii) any law, ordinance, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon it by any law, the action of any court or any governmental authority or agency, which, in the case of clauses (ii) and (iii) of this Section 3.4, could reasonably be expected to result in a material adverse change in its business, assets, operations, condition (financial or otherwise) or results of operation.

3.5. Title to Assets. Each Borrower has good and marketable title to the assets reflected on the its most recent financial statements, free and clear of all liens and encumbrances, except for (i) liens in favor of the Bank, if any; (ii) current taxes and assessments not yet due and payable; (iii) assets disposed of by such Borrower in the ordinary course of business since the date of the most recent financial statements; and (iv) those liens or encumbrances, if any, specified on the Addendum.

3.6. Litigation. There are no actions, suits, proceedings or governmental investigations pending or, to the knowledge of any Borrower, threatened against any Borrower, which could reasonably be expected to result in a material adverse change in its business, assets, operations, condition (financial or otherwise) or results of operations and there is no basis known to any Borrower for any action, suit, proceeding or investigation which could reasonably be expected to result in such a material adverse change. All pending and threatened litigation against any Borrower is listed on the Addendum attached hereto.

3.7. Tax Returns. The Borrowers have filed all returns and reports that are required to be filed by it in connection with any federal, provincial or material local tax, duty or charge levied, assessed or imposed upon it or its property or withheld by it, including income, unemployment, social security and similar taxes, and all of such taxes have been either paid or adequate reserves or other provision has been made therefor.

3.8. Employee Benefit Plans. Each employee benefit plan as to which any Borrower may have any liability complies in all material respects with all applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended from time to time, "**ERISA**"), or such similar Canadian federal or provincial pension or welfare legislation to which any Borrower is subject to compliance, as applicable, including minimum funding requirements, and (i) no Prohibited Transaction (as defined under ERISA) has occurred with respect to any such plan; (ii) no Reportable Event (as defined under Section 4043 of ERISA) has occurred with respect to any such plan which would cause the Pension Benefit Guaranty Corporation to institute proceedings under Section 4042 of ERISA; (iii) no Borrower has withdrawn from any such plan or initiated steps to do so; and (iv) no steps have been taken to terminate any such plan, nor, to the knowledge of any Borrower, have such similar events or actions occurred under similar Canadian federal or provincial pension or welfare legislation to which any Borrower is subject to compliance.

3.9. Environmental Matters. The Borrowers are in compliance, in all material respects, with all Environmental Laws (as hereinafter defined), including, without limitation, all Environmental Laws in jurisdictions in which the Borrowers own or operate, or have owned or operated, a facility or site, stores collateral, arranges or has arranged for disposal or treatment of hazardous substances, solid waste or other waste, accepts or has accepted for transport any hazardous substances, solid waste or other wastes or holds or has held any interest in real property or otherwise. Except as otherwise disclosed on the Addendum, no litigation or proceeding arising under, relating to or in connection with any Environmental Law is pending or, to the best of any Borrower's knowledge, threatened against any Borrower, any real property in which any Borrower holds or has held an interest or any past or present operation of any Borrower. No release or disposal of hazardous waste, solid waste or other wastes is occurring, or to the best of any Borrower's knowledge has occurred or is threatened, on, under or to any real property in which any Borrower holds or has held any interest or performs or has performed any of its operations, in violation of any Environmental Law, which could reasonably be expected to result in a material adverse change in its business, assets, operations, condition (financial or otherwise) or results of operations. As used in this Section, "**litigation or proceeding**" means any demand, claim notice, suit, suit in equity, action, administrative action, investigation or inquiry whether brought by a governmental authority or other person, and "**Environmental Laws**" means all provisions of laws, statutes, ordinances, rules, regulations, permits, licenses, judgments, writs, injunctions, decrees, orders, awards and standards promulgated by any governmental authority concerning protection of human health from exposure to hazardous substances, safety and protection of, or regulation of the discharge of hazardous substances into, the environment.

3.10. Intellectual Property. Each Borrower owns, is licensed or has the right to use, all patents, patent rights, trademarks, trade names, service marks, copyrights, intellectual property, technology, know-how and processes necessary for the conduct of its business as currently conducted that are material to the condition (financial or otherwise), business or operations of such Borrower.

3.11. Regulatory Matters. No part of the proceeds of any Loan will be used for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time in effect or for any purpose which violates the provisions of the Regulations of such Board of Governors.

3.12. Solvency. As of the date hereof and after giving effect to the transactions contemplated by the Loan Documents, (i) the aggregate value of the Borrowers' assets will exceed their liabilities (including contingent, subordinated, unmatured and unliquidated liabilities); (ii) the Borrowers will have sufficient cash flow to enable it to pay its debts as they become due; and (iii) the Borrowers will not have unreasonably small capital for the business in which they are engaged.

3.13. <u>Disclosure</u>. None of the Loan Documents contains any untrue statement of material fact or omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or the Loan Documents, taken as a whole, not misleading. There is no fact known to any Borrower which materially adversely affects or could reasonably be expected to materially adversely affect the business, assets, operations, condition (financial or otherwise) or results of operation of any Borrower and which has not otherwise been reasonably set forth in this Agreement or in the Loan Documents, taken as a whole.

3.14. <u>Beneficial Owners</u>. If any Borrower is or was required to execute and deliver to the Bank a Certification of Beneficial Owner(s) (individually and collectively, as updated from time to time, the "**Certification of Beneficial Owners**"), the information in the Certification of Beneficial Owners, as updated from time to time in accordance with this Agreement, is true, complete and correct as of the date thereof and as of the date any such update is delivered to the Bank. Each Borrower acknowledges and agrees that the Certification of Beneficial Owners is a Loan Document.

3.15. <u>Sanctions and International Trade Laws</u>. No Covered Entity nor any of their respective directors or officers, nor, to the knowledge of any Authorized Officer, any employee, agent, or affiliate acting on behalf of such Covered Entity: (a) is a Sanctioned Person; (b) directly or, to the knowledge of any Authorized Officer, indirectly, does any business in or with, or derive any of its operating income from direct or indirect investments in or transactions involving, any Sanctioned Jurisdiction or a Sanctioned Person, including any use of the proceeds of the Loans and Letters of Credit to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Person or Sanctioned Jurisdiction, in any case, except to the extent effected in compliance with Sanctions, including the terms of any applicable license that is in full force and effect; or (c) is in violation of any International Trade Laws in any respect (or, with respect to International Trade Laws relating to trade embargoes and anti-boycott measures, in any material respect). Each Covered Entity has instituted and maintains policies and procedures reasonably designed to promote and achieve compliance with International Trade Laws (or, with respect to International Trade Laws relating to trade embargoes and anti-boycott measures, material compliance). To the knowledge of the Borrowers, no Blocked Property is pledged as Collateral.

"**Authorized Officer**" means any senior officer of the Borrower or Guarantor primarily responsible for compliance with Anti-Corruption Laws (as defined in the Guarantor Credit Agreement), Anti-Money Laundering Laws (as defined in the Guarantor Credit Agreement) or International Trade Laws.

"**Blocked Property**" means any property: (a) owned, directly or indirectly, by a Sanctioned Person; (b) due to or from a Sanctioned Person; (c) in which a Sanctioned Person otherwise holds any interest; or (d) located in a Sanctioned Jurisdiction.

"**Compliance Authority**" means (a) the United States government or any agency or political subdivision thereof, including, without limitation, the U.S. Department of State, the U.S. Department of Commerce, the U.S. Department of the Treasury and its Office of Foreign Assets Control, and the U.S. Customs and Border Protection agency; (b) the government of Canada or any agency thereof; (c) the European Union or any agency thereof; (d) the government of the United Kingdom or any agency thereof; and (e) the United Nations Security Council.

"**Covered Entity**" means (a) Cadre Holdings, Inc., a Delaware corporation, the Guarantor and each of the Guarantor's subsidiaries, (b) each Person with property that is, at the applicable time, pledged collateral under the Guarantor Credit Agreement and any related document, and (c) each Person that, directly or indirectly, controls a Person described in clause (a) or clause (b) above.

"**International Trade Laws**" means all Laws relating to economic and financial sanctions, trade embargoes and anti-boycott measures imposed, administered or enforced from time to time by the U.S. government (including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the U.S. Department of Commerce); the European Union; or His Majesty's Treasury of the United Kingdom.

“**Law**” or “**Laws**” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Official Body charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Official Body, in each case whether or not having the force of law.

“**Official Body**” means the government of the United States of America or of any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

“**Reportable Compliance Event**” means that: (a) any Covered Entity (i) becomes a Sanctioned Person, or is charged by indictment, criminal complaint, or similar charging instrument, arraigned, custodially detained, penalized or the subject of an assessment for a penalty, by, or enters into a settlement with an Official Body in connection with any Anti-Corruption Law, Anti-Money Laundering Law or International Trade Law, or any predicate crime to any Anti-Corruption Law, Anti-Money Laundering Law or International Trade Law, or (ii) has knowledge (A) of facts or circumstances to the effect that it is reasonably likely that any aspect of its operations represents a violation of any Anti-Corruption Law, Anti-Money Laundering Law or International Trade Law or (B) that any Covered Entity is subject to any investigation or inquiry with respect to any potential violation of any Anti-Corruption Law, Anti-Money Laundering Law or International Trade Law; (b) any Covered Entity engages in a transaction that has caused or would cause any Person hereunder (including the Bank and any underwriter, advisor, investor, or otherwise) to be in violation of any International Trade Law or Anti-Corruption Law; (c) a Covered Entity’s use of any proceeds of the Loans and Letters of Credit hereunder to directly or indirectly fund any activities or business of, with, or for the benefit of any Person that is a Sanctioned Person, or to fund or facilitate any activities or business of or in any Sanctioned Jurisdiction; (d) any Covered Entity obtains a license required for such Person to transact with a Sanctioned Person or in a Sanctioned Jurisdiction (with a copy thereof to be delivered upon the request of the Bank); (e) any pledged Collateral qualifies as Blocked Property; or (f) any Covered Entity otherwise violates, or reasonably believes that it will violate, any of the International Trade Law- or Anti-Corruption Law-specific representations and covenants herein.

“**Sanctioned Jurisdiction**” means, at any time, a country, area, territory, or jurisdiction that is the subject or target of comprehensive Sanctions (at the time of this Agreement, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the Crimea Region of Ukraine, Cuba, Iran, North Korea, Syria and the Zaporizhzhia and Kherson Regions of Ukraine).

“**Sanctioned Person**” means any Person that is (a) organized under the laws of, or ordinarily resident in a Sanctioned Jurisdiction; (b) identified on any Sanctions-related list maintained by any Compliance Authority that prohibit or restrict transactions or dealings, or the provision of services to or with designated Persons, countries or territories; or (c) subject to Sanctions as a result of a relationship of ownership or control with any of the foregoing where relevant under applicable Sanctions.

“**Sanctions**” means any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government (including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the U.S. Department of Commerce); the United Nations Security Council; the European Union; or His Majesty’s Treasury of the United Kingdom.

4. **Affirmative Covenants.** Each Borrower agrees that from the date of execution of this Agreement until all Obligations have been paid in full and any commitments of the Bank to the Borrowers have been terminated, each Borrower will:

4.1. Books and Records. Maintain books and records in accordance with GAAP and give representatives of the Bank access thereto at all reasonable times during normal business hours, including permission to examine, copy and make abstracts from any of such books and records and such other information as the Bank may from time to time reasonably request, and each Borrower will make available to the Bank for examination copies of any reports, statements and returns which such Borrower may make to or file with any federal, state or local governmental department, bureau or agency.

4.2. Financial Reporting. Deliver or cause to be delivered to the Bank (a) any information about the Borrowers' financial condition, properties and operations as and when reasonably requested by the Bank, from time to time and (b) copies of any financial statements required to be delivered to the Administrative Agent (as define below) pursuant to that certain Amended and Restated Credit Agreement, dated as of December 20, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantor Credit Agreement**"), by and among the Guarantor, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and PNC Bank, National Association, as administrative agent (the "**Administrative Agent**").

4.3. Payment of Taxes and Other Charges. Pay and discharge when due all indebtedness and all taxes, assessments, charges, levies and other liabilities imposed upon any Borrower, its income, profits, property or business, except those which currently are being contested in good faith by appropriate proceedings and for which such Borrower shall have set aside adequate reserves or made other adequate provision with respect thereto as required by GAAP.

4.4. Maintenance of Existence, Operation and Assets. Do all things necessary to (i) maintain, renew and keep in full force and effect its organizational existence and all rights, permits and franchises necessary to enable it to continue its business as currently conducted; (ii) continue in operation in substantially the same manner as at present; (iii) keep its properties in good operating condition and repair; and (iv) make all necessary and proper repairs, renewals, replacements, additions and improvements thereto.

4.5. Insurance. Maintain, with financially sound and reputable insurers, insurance with respect to its property and business against such casualties and contingencies, of such types and in such amounts, as is customary for established companies engaged in the same or similar business and similarly situated. In the event of a conflict between the provisions of this Section and the terms of any Security Documents relating to insurance, the provisions in the Security Documents will control.

4.6. Compliance with Laws. Comply with all laws applicable to the Borrowers and to the operation of its business (including without limitation any statute, ordinance, rule or regulation relating to employment practices, pension benefits or environmental, occupational and health standards and controls).

4.7. Reserved.

4.8. Additional Reports. Provide prompt written notice to the Bank of the occurrence of any of the following (and, if applicable, together with a description of the action which the Borrowers propose to take with respect thereto): (i) any Event of Default or any event, act or condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default (a "**Default**"); (ii) any material litigation filed by or against any Borrower; (iii) any Reportable Event or Prohibited Transaction with respect to any Employee Benefit Plan(s) (as defined in ERISA), or (iv) any event which could reasonably be expected to result in a material adverse change in the business, assets, operations, condition (financial or otherwise) or results of operation of the Borrowers.

4.9. Certification of Beneficial Owners and Other Additional Information. Provide: (i) such information and documentation as may reasonably be requested by the Bank from time to time for purposes of compliance by the Bank with applicable laws (including without limitation the USA PATRIOT Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by the Bank to comply therewith; and (ii) if any Borrower is or was required to deliver a Certification of Beneficial Owners to the Bank, (a) confirmation of the accuracy of the information set forth in the most recent Certification of Beneficial Owners provided to the Bank, as and when requested by the Bank; and (b) a new Certification of Beneficial Owners in form and substance acceptable to the Bank when the individual(s) identified as a controlling party and/or a direct or indirect individual owner on the most recent Certification of Beneficial Owners provided to the Bank have changed.

4.10. <u>Anti-Corruption Laws; Anti-Money Laundering Laws; and International Trade Laws</u>.

(i) Within 30 days of the end of each fiscal year, commencing with the fiscal year ending December 31, 2026, a list of all licenses of Cadre Holdings, Inc. and its subsidiaries as of the last day of such Fiscal Year required (i) to transact with a Sanctioned Person or in a Sanctioned Jurisdiction, or (ii) under applicable export laws (with copies thereof to be delivered upon the request of the Bank).

(ii) (a) Immediately notify the Bank in writing upon the occurrence of a Reportable Compliance Event; (b) conduct its business in compliance in all material respects with Anti-Corruption Laws and Anti-Money Laundering Laws; (c) conduct its business in compliance in all material respects with International Trade Laws; and (d) maintain in effect policies and procedures reasonably designed to promote and achieve compliance with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and International Trade Laws by each Covered Entity, and its respective directors, officers and employees, and, to the extent commercially reasonable, agents under the control and acting on behalf of such Covered Entity.

5. <u>Negative Covenants</u>. Each Borrower covenants and agrees that from the date of this Agreement until all Obligations have been paid in full and any commitments of the Bank to the Borrowers have been terminated, except as set forth in the Addendum, each Borrower will not, without the Bank's prior written consent:

5.1. <u>Indebtedness</u>. Create, incur, assume or suffer to exist any indebtedness for borrowed money other than:

(i) the Loan and any subsequent indebtedness to the Bank;

(ii) open account trade debt incurred in the ordinary course of business;

(iii) indebtedness in respect of purchase money financings of personal property not to exceed, in the aggregate, C$2,000,000; and

(iv) intercompany indebtedness among the Borrowers, the Guarantor and any parent or subsidiary of the Guarantor (collectively, the "**Safariland Group**").

5.2. <u>Liens and Encumbrances</u>. Except as provided in **<u>Section 3.5</u>**, create, assume, incur or permit to exist any mortgage, pledge, encumbrance, security interest, lien or charge of any kind upon any of its property, now owned or hereafter acquired, or acquire or agree to acquire any kind of property subject to any conditional sales or other title retention agreement, except liens on the assets purchased with purchase money indebtedness permitted pursuant to **<u>Section 5.1</u>** above and Permitted Liens.

5.3. <u>Guarantees</u>. Guarantee, endorse or become contingently liable for the obligations of any person, firm, corporation or other entity, except in connection with the endorsement and deposit of checks for collection in the ordinary course of business.

5.4. <u>Loans or Advances</u>. Purchase or hold beneficially any stock, other securities or evidence of indebtedness of, or make or have outstanding, any loans or advances to, or otherwise extend credit to, or make any investment or acquire any interest whatsoever in, any other person, firm, corporation or other entity, except intercompany investments, loans or advances among the Safariland Group or investments that are acceptable to the Bank in its sole discretion.

5.5. Merger or Transfer of Assets. Liquidate or dissolve, or merge or consolidate with or into any person, firm, corporation or other entity, or sell, lease, transfer or otherwise dispose of all or a substantial part of its property, assets, operations or business, whether now owned or hereafter acquired.

5.6. Change in Business, Management or Ownership. Make or permit, nor shall any Guarantor or grantor under the Security Documents make or permit, any change in (i) its form of organization, including a division into two or more entities; (ii) the nature of its business as carried on as of the date hereof or any line of business reasonably related thereto; (iii) the equity ownership of the Guarantor (other than any such change pursuant to which Holdings (as defined in the Guarantor Credit Agreement) remains the direct or indirect parent of the Guarantor); or (iv) the equity ownership of the Borrowers (other than any such change pursuant to which the Guarantor remains the direct or indirect parent of each Borrower).

5.7. Acquisitions. Except as permitted by the Guarantor Credit Agreement, make acquisitions of all or substantially all of the property or assets of any person, firm, corporation or other entity.

5.7. Anti-Corruption Laws; Anti-Money Laundering Laws; and International Trade Laws.

(i) Become a Sanctioned Person or permit any of its respective directors or officers to become a Sanctioned Person or, (ii) to the knowledge of any Authorized Officer, permit any continuing employee, agent or affiliate acting on its or their behalf in connection with this Agreement to remain a Sanctioned Person for more than twenty (20) Business Days after an Authorized Officer first becomes aware that any such Person has become a Sanctioned Person; or

(ii) do, or permit any of its or their respective directors, officers, employees, agents, or affiliates acting on its or their behalf in connection with this Agreement to: (i) directly or, to the knowledge of any Authorized Officer, indirectly, provide, use, or make available the proceeds of any Loan or Letter of Credit hereunder (A) in any manner that would (under the facts and circumstances known at the applicable time by any Authorized Officer) reasonably be expected to result in a violation by any Person of Anti-Corruption Law, Anti-Money Laundering, or International Trade Laws (including the Bank and any underwriter, advisor, investor, or otherwise) or (B) in violation in any material respect of any applicable Anti-Corruption Law, Anti-Money Laundering Law or International Trade Law; (ii) to the knowledge of any Authorized Officer, repay the Loan with Blocked Property or funds derived from any unlawful activity; or (iii) knowingly permit any Collateral to become Blocked Property.

6. Events of Default. The occurrence of any of the following will be deemed to be an "**Event of Default**":

6.1. Covenant Default. Any Borrower shall default in the performance of any of the covenants or agreements contained in this Agreement.

6.2. Breach of Warranty. Any Financial Statement, representation, warranty or certificate made or furnished by any Borrower to the Bank in connection with this Agreement shall be false, incorrect or incomplete when made.

6.3. Other Default. The occurrence of (i) an Event of Default as defined in the Note or any of the Loan Documents, (ii) a default or event of default under or as defined in any other agreement, instrument or document between any Borrower and PNC Bank, National Association or any of its subsidiaries or affiliates or (iii) an Event of Default under or as defined in the Guarantor Credit Agreement or any Loan Document (as defined in the Guarantor Credit Agreement).

Upon the occurrence of an Event of Default, the Bank will have all rights and remedies specified in the Note and the Loan Documents and all rights and remedies (which are cumulative and not exclusive) available under applicable law or in equity.

7. Conditions. The Bank's obligation to make any advance under any Loan, or to issue any letter of credit, is subject to the conditions that as of the date of the advance:

7.1. No Event of Default. No Event of Default or Default shall have occurred and be continuing.

7.2. Authorization Documents. The Bank shall have received certified copies of resolutions of the board of directors, the general partners or the members or managers of any partnership, corporation or limited liability company that executes this Agreement, the Note or any of the other Loan Documents; or other proof of authorization satisfactory to the Bank.

7.3. Receipt of Loan Documents. The Bank shall have received the Loan Documents and such other instruments and documents which the Bank may reasonably request in connection with the transactions provided for in this Agreement, which may include an opinion of counsel in form and substance satisfactory to the Bank for any party executing any of the Loan Documents.

7.4. Fees. The Bank shall have received all fees owing in respect of the Loan.

8. Fees; Expenses. Each Borrower, jointly and severally, agrees to reimburse the Bank, upon the execution of this Agreement, and otherwise on demand, all fees due and payable to the Bank hereunder and under the other Loan Documents and all costs and expenses incurred by the Bank in connection with the preparation, negotiation and delivery of this Agreement and the other Loan Documents, and any modifications or amendments thereto or renewals thereof, and the collection of all of the Obligations, including but not limited to enforcement actions, relating to the Loan, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or relating to this Agreement, including (i) reasonable fees and expenses of counsel; (ii) all costs related to conducting UCC, PPSA, title and other public record searches; (iii) fees for filing and recording documents in the public records to perfect the Bank's liens and security interests; (iv) expenses for auditors, appraisers and environmental consultants; and (v) taxes. Each Borrower hereby authorizes and directs the Bank to charge such Borrower's deposit account(s) with the Bank for any and all of the foregoing fees, costs and expenses.

9. Increased Costs.

(a) If any Change in Law (as defined in the Guarantor Credit Agreement) shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, the Bank (except any such reserve requirement reflected in the Term SOFR Rate or Daily Simple SOFR, as applicable); or

(ii) impose on the Bank or the London or Toronto interbank market any other condition affecting this Agreement or SOFR Rate Loans or CORRA Rate Loans made by the Bank or any Letter of Credit;

and the result of any of the foregoing shall be to increase the cost to the Bank of making or maintaining of any SOFR Rate Loan or CORRA Rate Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to the Bank of issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by the Bank hereunder (whether of principal, interest or otherwise) in respect of any SOFR Rate Loan, CORRA Rate Loan or Letter of Credit in an amount deemed by the Bank to be material, then, within 30 days after the Borrowers' receipt of the certificate contemplated by Section 9(c), the Borrowers will pay to the Bank such additional amount or amounts as will compensate the Bank for such additional costs incurred or reduction suffered (including any Taxes).

(b) If the Bank determines that any Change in Law regarding liquidity or capital requirements has or would have the effect of reducing the rate of return on the Bank's capital or on the capital of the Bank's holding company, if any, as a consequence of this Agreement or the Loans made by the Bank, or the Letters of Credit issued by the Bank, to a level below that which the Bank's or the Bank's holding company could have achieved but for such Change in Law (including any Change in Law due to Taxes) (taking into consideration the Bank's policies and the policies of the Bank's holding company with respect to capital adequacy), then within 30 days of receipt by the Borrowers of the certificate contemplated by Section 9(c), the Borrowers will pay to the Bank such additional amount or amounts as will compensate the Bank or the Bank's holding company for any such reduction suffered.

(c) A certificate of the Bank setting forth the amount or amounts necessary to compensate the Bank or its holding company, as applicable, as specified in Sections 9(a) and 9(b) and setting forth in reasonable detail the manner in which such amount or amounts was determined and certifying that the Bank is generally charging such amounts to similarly situated borrowers shall be delivered to the Borrowers and shall be conclusive absent manifest error.

(d) Failure or delay on the part of the Bank to demand compensation pursuant to this Section 9 shall not constitute a waiver of the Bank's right to demand such compensation; provided that no Borrower shall be required to compensate the Bank pursuant to this Section 9 for any increased costs or reductions incurred more than 180 days prior to the date that the Bank notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions and of the Bank's intention to claim compensation therefor; provided, further, that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

10. Miscellaneous.

10.1. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be in writing (except as may be agreed otherwise above with respect to borrowing requests or as otherwise provided in this Agreement) and will be effective upon receipt. Notices may be given in any manner to which the parties may agree. Without limiting the foregoing, first-class mail, postage prepaid, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. In addition, the parties agree that Notices may be sent electronically to any electronic address provided by a party from time to time. Notices may be sent to a party's address as set forth below or to such other address as any party may give to the other for such purpose in accordance with this section.

If to the Borrowers:

c/o Safariland, LLC
13386 International Parkway
Jacksonville, Florida 32218
Attention: Blaine Browers
Email: Blaine.Browers@safariland.com
Telephone/Telecopy: (904) 741-1742
Chad Appleby
Email: Chad.Appleby@safariland.com
Telephone/Telecopy: (904) 807-4975

With a copy to:

Kane Kessler, P.C.
600 Third Avenue, 35th Floor
New York, NY 10016-1901
Attention: Robert L. Lawrence
Email: rlawrence@kanekessler.com
Telephone: (212) 519-5103
Telecopy: (212) 245-3009

If to the Bank:

Drew Murfin
PNC Bank, National Association
5011 Gate Parkway, Building 200, Suite 300
Jacksonville, FL 32256
Attention: Drew Murfin
Telephone 904-377-6784
Email: andrew.murfin@pnc.com

10.2. Preservation of Rights. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity.

10.3. Illegality. If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

10.4. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by any Borrower from, any provision of this Agreement will be effective unless made in a writing signed by the party to be charged, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Borrower will entitle such Borrower to any other or further notice or demand in the same, similar or other circumstance.

10.5. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

10.6. Counterparts. This Agreement and any other Loan Document may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement or any other Loan Document by facsimile transmission or electronic mail shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement or any other Loan Document by facsimile transmission or electronic mail shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission or electronic mail.

10.7. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of each Borrower and the Bank and their respective heirs, executors, administrators, successors and assigns; provided, however, that no Borrower may assign this Agreement in whole or in part without the Bank's prior written consent and the Bank may assign this Agreement in whole or in part in accordance with the terms of Section 10.10.

10.8. Interpretation. In this Agreement, unless the Bank and the Borrowers otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with GAAP. If this Agreement is executed by more than one Borrower, the obligations of such persons or entities will be joint and several.

10.9. No Consequential Damages, Etc.. The Bank will not be responsible for any damages, consequential, incidental, special, punitive or otherwise, that may be incurred or alleged by any person or entity, including any Borrower and the Guarantor, as a result of this Agreement, the other Loan Documents, the transactions contemplated hereby or thereby, or the use of the proceeds of the Loan.

10.10. Assignments and Participations. Upon the occurrence of an Event of Default, without any notice to any Borrower, the Bank may sell, assign, transfer, negotiate, grant participations in, or otherwise dispose of all or any part of the Bank's interest in the Loan to another bank licensed to operate in Canada. Each Borrower hereby authorizes the Bank to provide, without any notice to any Borrower, any information concerning any Borrower, including information pertaining to any Borrower's financial condition, business operations or general creditworthiness, to any assignee of or participant in or any prospective assignee of or participant in all or any part of the Bank's interest in the Loan; provided that the recipient thereof agrees to be bound by the provisions of Section 10.13 hereof in connection with such information.

10.11. USA PATRIOT Act Notice. To help the government fight the funding of terrorism and money laundering activities, Federal law or the Canadian equivalent thereof requires all financial institutions to obtain, verify and record information that identifies each Borrower that opens an account. What this means: when any Borrower opens an account, the Bank will ask for the business name, business address, taxpayer identifying number and other information or documentation that will allow the Bank to identify such Borrower, such as organizational documents. For some businesses and organizations, the Bank may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

10.12. Important Information about Phone Calls. By providing telephone number(s) to the Bank, now or at any later time, each Borrower hereby authorizes the Bank and its affiliates and designees to contact such Borrower regarding such Borrower's account(s) with the Bank or its affiliates, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Each Borrower hereby consents that any phone call with the Bank may be monitored or recorded by the Bank.

10.13. Confidentiality. In connection with the Obligations, this Agreement and the other Loan Documents, the Bank and the Borrowers will be providing to each other, whether orally, in writing or in electronic format, nonpublic, confidential or proprietary information (collectively, "**Confidential Information**"). Each Borrower and the Bank agrees (i) to hold the Confidential Information of the other in confidence; and (ii) not to disclose or permit any other person or entity access to the Confidential Information of the other party, except for disclosure or access (a) to a party's affiliates and its or their employees, officers, directors, agents, representatives, (b) to other third parties that provide or may provide ancillary support relating to the Obligations, this Agreement and/or the other Loan Documents, (c) in connection with the exercise of any remedies or enforcement of rights under this Agreement or any action or proceeding relating to the Obligations, this Agreement and/or the other Loan Documents, (d) to its external or internal auditors or regulatory authorities, or (e) upon the order of a court or other governmental agency having jurisdiction over a party. It is understood and agreed that the obligation to protect such Confidential Information shall be satisfied if the party receiving such Confidential Information utilizes the same control (but no less than reasonable) as it does to avoid disclosure of its own confidential and valuable information. It is also understood and agreed that no information shall be within the protection of this Agreement where such information: (w) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed, (x) is released by the originating party to anyone without restriction, (y) is rightly obtained from third parties who are not, to such receiving party's knowledge, under an obligation of confidentiality, or (z) is required to be disclosed by subpoena or similar process of applicable law or regulations.

For the purposes of this Agreement, Confidential Information of a party shall include, without limitation, any financial information, scientific or technical information, design, process, procedure or improvement and all concepts, documentation, reports, data, data formats, specifications, computer software, source code, object code, user manuals, financial models, screen displays and formats, software, databases, inventions, knowhow, showhow and trade secrets, whether or not patentable or copyrightable, whether owned by a party or any third party, together with all memoranda, analyses, compilations, studies, notes, records, drawings, manuals or other documents or materials which contain or otherwise reflect any of the foregoing information.

Each Borrower and the Bank agrees to return to the other or destroy all Confidential Information of the other upon the termination of this Agreement; provided, however, each party may retain such limited information for customary archival and audit purposes only for reference with respect to prior dealings between the parties subject at all times to the continuing terms of this Section 10.13.

Each Borrower and the Bank agrees not to use the other's name or logo in any marketing, advertising or related materials, without the prior written consent of the other party.

10.14. <u>Sharing Information with Affiliates of the Bank</u>. Each Borrower acknowledges that from time to time other financial and banking services may be offered or provided to such Borrower or one or more of its subsidiaries and/or affiliates (in connection with this Agreement or otherwise) by the Bank or by one or more subsidiaries or affiliates of the Bank or of The PNC Financial Services Group, Inc., and each Borrower hereby authorizes the Bank to share any information delivered to the Bank by any Borrower and/or its subsidiaries and/or affiliates pursuant to this Agreement or any of the Loan Documents to any subsidiary or affiliate of the Bank and/or The PNC Financial Services Group, Inc., subject to any provisions of confidentiality in this Agreement or any other Loan Documents.

10.15. <u>Electronic Signatures and Records</u>. Notwithstanding any other provision herein, each Borrower agrees that this Agreement, the Loan Documents, any amendments thereto, and any other information, notice, signature card, agreement or authorization related thereto (each, a "**Communication**") may, at the Bank's option, be in the form of an electronic record. Any Communication may, at the Bank's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

10.16. <u>Governing Law and Jurisdiction</u>. This Agreement has been delivered to and accepted by the Bank and will be deemed to be made in the State of New York. **This Agreement will be interpreted and the rights and liabilities of the Bank and each Borrower determined in accordance with the laws of the state of New York, excluding its conflict of laws rules, including without limitation the Electronic Transactions Act (or equivalent) in effect in the state of New York (or, to the extent controlling, the laws of the United States Of America, including without limitation the Electronic Signatures in Global and National Commerce Act)**. Each Borrower hereby irrevocably consents to the exclusive jurisdiction of the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof; provided that nothing contained in this Agreement will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against any Borrower individually, against any security or against any property of any Borrower within any other county, state or other foreign or domestic jurisdiction. The Bank and each Borrower agree that the venues provided above are the most convenient forums for both the Bank and each Borrower. Each Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

10.17. <u>WAIVER OF JURY TRIAL</u>. EACH BORROWER AND THE BANK IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. EACH BORROWER AND THE BANK ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

10.18 <u>Amendment and Restatement</u>. This Amended and Restated Loan Agreement amends and restates the Existing Loan Agreement. This Amended and Restated Loan Agreement renews and continues the Existing Loan Agreement without any novation, discharge or satisfaction of the underlying indebtedness thereunder or any collateral security therefor, all of which indebtedness and collateral security remain outstanding under the Existing Loan Agreement.

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EACH BORROWER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE WAIVER OF JURY TRIAL, AND HAS BEEN ADVISED BY COUNSEL AS NECESSARY OR APPROPRIATE.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

BORROWERS:

MED-ENG HOLDINGS ULC

By: /s/ Chad Appleby (SEAL)
Name: Chad Appleby
Title: Vice President, Tax, Treasurer and Secretary

PACIFIC SAFETY PRODUCTS INC.

By: /s/ Chad Appleby (SEAL)
Name: Chad Appleby
Title: Vice President, Tax and Treasurer

ICOR TECHNOLOGY INC

By: /s/ Chad Appleby (SEAL)
Name: Chad Appleby
Title: Treasurer and Secretary

TYR TACTICAL CANADA ULC

By: /s/ Chad Appleby (SEAL)
Name: Chad Appleby
Title: Vice President, Tax and Treasurer

BANK:

PNC BANK CANADA BRANCH

By: /s/ Caroline Stade
Name: Caroline Stade
Title: Senior Vice President

ADDENDUM

ADDENDUM to that certain Loan Agreement dated July 23, 2026 among **MED-ENG HOLDINGS ULC**, an unlimited liability company organized under the laws of British Columbia ("**Med-Eng**") with an address at 2400 St. Laurent Boulevard, Ottawa, Ontario, K1G 6C4, Canada, **PACIFIC SAFETY PRODUCTS INC.**, a corporation organized under the laws of Canada ("**Pacific Safety**") with an address at 124 4th Avenue, Arnprior, Ontario, K7S 0A9, Canada,, **ICOR TECHNOLOGY INC**, a corporation organized under the laws of Ontario ("**ICOR**") with an address at 935 Ages Drive, Ottawa, Ontario, K1G 6L3, Canada, and **TYR TACTICAL CANADA ULC**, an unlimited company organized under the laws of Nova Scotia ("**TYR**"); and along with Med-Eng, Pacific Safety and ICOR, each a "**Borrower**" and collectively, the "**Borrowers**"), with an address at 8-10 Hearst Way, Units 10B, 10C, 10E, Kanata, Ontario K2L 2P4 , Canada, and PNC BANK CANADA BRANCH, as the Bank. Capitalized terms used in this Addendum and not otherwise defined shall have the meanings given them in the Agreement. Section numbers below refer to the sections of the Agreement.

3.5 Title to Assets. The Liens listed below (collectively, "Permitted Liens"):

(a) Liens for taxes, assessments, or similar charges, incurred in the Ordinary Course of Business and which are not yet due and payable;

(b) pledges or deposits made in the Ordinary Course of Business to secure payment of workmen's compensation, or to participate in any fund in connection with workmen's compensation, unemployment insurance, old-age pensions or other social security programs;

(c) (i) Liens of mechanics, materialmen, warehousemen, carriers, or other like Liens, securing obligations incurred in the Ordinary Course of Business that (A) are not yet due and payable or (B) are being Properly Contested and (ii) Liens of landlords securing obligations to pay lease payments that (A) are not yet due and payable or in default or (B) are being Properly Contested;

(d) good-faith pledges or deposits made in the Ordinary Course of Business to secure performance of bids, tenders, contracts (other than for the repayment of borrowed money or as security for Hedge Liabilities (as defined in the Guarantor Credit Agreement) or margining related to commodities hedges) or leases, not in excess of the aggregate amount due thereunder, or to secure statutory obligations, or surety, appeal, indemnity, performance or other similar bonds required in the Ordinary Course of Business;

(e) encumbrances consisting of zoning restrictions, easements or other restrictions on the use of real property, none of which materially impairs the use of such property or the value thereof, and none of which is violated in any material respect by existing or proposed structures or land use;

(f) Liens granted pursuant to the Security Documents;

(g) any Lien existing on the date of this Agreement and set forth on Schedule 3.5 hereto and any replacements, modifications, renewals or extensions thereof; provided that the principal amount secured thereby is not hereafter increased, no additional assets become subject to such Lien and the direct or any contingent obligations with respect thereto is not changed and any renewal or extension of the obligations secured thereby is permitted by the Guarantor Credit Agreement;

(h) purchase money Liens upon or in any fixed or capital assets to secure the purchase price or the cost of construction or improvement of such fixed or capital assets or to secure indebtedness incurred solely for the purpose of financing the acquisition, construction or improvement of such fixed or capital assets (including Liens securing any Capital Lease Obligations); provided, that (i) such Lien secures indebtedness permitted by Section 5.1(iii), (ii) such Lien attaches to such asset concurrently or within ninety (90) days after the acquisition, improvement or completion of the construction thereof; (iii) such Lien does not extend to any other asset; and (iv) the indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such fixed or capital assets;

(i) statutory Liens (other than Liens for taxes or imposed under ERISA) arising in the Ordinary Course of Business, but only if (i) payment of the obligations secured thereby is not yet due or is being Properly Contested, and (ii) such Liens do not materially impair the value or use of the property or materially impair operation of the business of any Borrower;

(j) Liens incurred or deposits made with respect to any Borrower in the Ordinary Course of Business to secure the performance of tenders, bids, leases, contracts (except those relating to borrowed money), statutory obligations and other similar obligations, or arising as a result of progress payments under government contracts, as long as such Liens are at all times junior to the Bank's Liens;

(k) Liens securing judgment for the payment of money (or appeal or other surety bond, relating to such judgment) against any Borrower, or any property of a Borrower, as long as such judgment does not constitute an Event of Default;

(l) normal and customary rights of setoff upon deposits in favor of depository institutions, and Liens of a collecting bank on Payment Items in the course of collection;

(m) licenses, sublicenses, leases or subleases of intellectual property granted by a Borrower;

(n) Liens securing indebtedness owing by Foreign Subsidiaries permitted pursuant to the Guarantor Credit Agreement so long as (i) any guarantee of such indebtedness is permitted pursuant to the Guarantor Credit Agreement and (ii) such indebtedness is not secured by the Collateral (as defined in the Guarantor Credit Agreement);

(o) Liens exclusively on the unearned premiums relating to debt incurred in the Ordinary Course of Business in connection with the financing of insurance premiums; provided, that the amount of debt secured by such Liens shall not exceed $10,000,000 in any twelve-month period;

(p) possessory Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the Ordinary Course of Business;

(q) Liens in favor of any Subsidiary of the Guarantor;

(r) Liens solely on any cash earnest money deposits made by any Borrower in connection with any letter of intent or purchase agreement with respect to any transaction permitted hereunder;

(s) other Liens which do not secure indebtedness for borrowed money or letters of credit and as to which the aggregate amount of the obligations secured thereby does not exceed $1,000,000;

(t) Leases, subleases or licenses of properties owned, leased or licensed by a Borrower, in each case, entered into in the ordinary course of business so long as such leases, subleases and licenses are subordinate in all respects to the Liens granted and evidenced by the Security Documents and do not, individually or in the aggregate, (i) interfere in any material respect with the ordinary conduct of the business of such Borrower, or (ii) materially impair the use (for its intended purposes) or the value of the property subject thereto;

(u) Liens arising from UCC or PPSA financing statements filings relating to leases or consignment of goods entered into by a Borrower in the Ordinary Course of Business and not prohibited by this Agreement; and

(v) in the case of any non-wholly owned subsidiary of a Borrower, any put and call arrangements or restrictions on disposition related to its Equity Interests set forth in its organizational documents or any related joint venture or similar agreement so long as such Equity Interests do not constitute Disqualified Equity Interests.

For purposes of determining compliance with Section 5.2, (x) a Lien need not be incurred solely by reference to one category of Permitted Liens but may be incurred under any combination of such categories (including in part under one such category and in part under any other such category) and (y) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens, the Borrowers, in their sole discretion, may classify or may subsequently reclassify at any time such Lien (or any portion thereof) in any manner that complies with this definition and Section 5.2; provided that all Liens securing the Obligations shall at all times be justified in reliance only on the exception in clause (f) of this definition.

As used herein, the following terms have the following meanings:

"Capital Lease Obligations" of any Borrower shall mean all obligations of such Borrower to pay rent or other amounts under any lease (or other arrangement conveying the right to use) of real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Borrower, and the amount of such obligations shall be the capitalized amount thereof.

"Disqualified Equity Interests" means any Equity Interest in a Person which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (whether described as a "put option" or otherwise), in whole or in part, on or prior to the date that is ninety-one (91) days after the Expiration Date (excluding any provisions requiring redemption upon a "change of control" or asset sale; provided that any such "change of control" or asset sale shall be subject to the prior repayment in full of the Loan and other Obligations that are accrued and payable and the termination of the Line of Credit), (b) is convertible into or exchangeable for (i) debt securities or (ii) any Equity Interests referred to in clause (a) above, or (c) is entitled to receive a mandatory dividend or distribution (other than for taxes attributable to the operations of the business) on or prior to the date that is ninety-one (91) days after the Expiration Date

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Lien" means any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, whether voluntarily or involuntarily given, including any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security and any filed financing statement or other notice of any of the foregoing (whether or not a lien or other encumbrance is created or exists at the time of the filing).

"Ordinary Course of Business" means the ordinary course of business of any Borrower, consistent with past practices and undertaken in good faith.

"Payment Item" means each check, draft or other item of payment payable to a Borrower, including those constituting proceeds of any collateral under this Agreement.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity.

“Properly Contested” means with respect to any obligation of a Borrower, (a) the obligation is subject to a bona fide dispute regarding amount or such Borrower’s liability to pay; (b) the obligation is being properly contested in good faith by appropriate proceedings promptly instituted and diligently pursued; (c) appropriate reserves have been established; and (d) non-payment could not reasonably be expected to materially adversely affect the business, assets, operations, condition (financial or otherwise) or results of operation of such Borrower.

3.6 Litigation. Describe pending and threatened litigation, investigations, proceedings, etc. below:

See Schedule 3.6 hereto.

3.9 Environmental Matters. Describe pending or threatened litigation or proceeding arising under, relating to or in connection with any Environmental Law below:

None.

5.2 Permitted Liens and Encumbrances.

Permitted Liens (as defined in Section 3.5 of this Addendum).

EXHIBIT 10.2

Amended and Restated
Revolving Line of Credit Note
(Multi-Rate Options)

C$20,000,000 July 23, 2026

FOR VALUE RECEIVED, each of **MED-ENG HOLDINGS ULC**, an unlimited liability company organized under the laws of British Columbia ("**Med-Eng**") with an address at 2400 St. Laurent Boulevard, Ottawa, Ontario, K1G 6C4, Canada, **PACIFIC SAFETY PRODUCTS INC.**, a corporation organized under the laws of Canada ("**Pacific Safety**") with an address at 124 4th Avenue, Arnprior, Ontario, K7S 0A9, Canada, **ICOR TECHNOLOGY INC**, a corporation organized under the laws of Ontario ("**ICOR**") with an address at 935 Ages Drive, Ottawa, Ontario, K1G 6L3, Canada, and **TYR TACTICAL CANADA ULC**, an unlimited company organized under the laws of Nova Scotia ("**TYR**"); and along with Med-Eng, Pacific Safety and ICOR, each a "**Borrower**" and collectively, the "**Borrowers**"), with an address at 8-10 Hearst Way, Units 10B, 10C, 10E, Kanata, Ontario K2L 2P4 , Canada, hereby jointly and severally promise to pay to the order of **PNC BANK CANADA BRANCH** (the "**Bank**"), in lawful money of (x) the United States of America, in the case of advances denominated in United States Dollars or (y) Canada, in the case of advances denominated in Canadian Dollars, in immediately available funds at its offices located at 130 King Street West, Suite 2140, Toronto, Ontario, M5X 1E4, Canada, or at such other location as the Bank may designate from time to time, the aggregate principal sum of C$20,000,000 (the "**Facility**") or such lesser amount as may be advanced to or for the benefit of the Borrowers hereunder, together with interest accruing on the outstanding principal balance from the date hereof, all as provided below.

1. Revolving Line of Credit Advances. This Note evidences a revolving line of credit. The Borrowers may borrow, repay and reborrow hereunder and the Bank may advance and readvance under this Note from time to time (each an "advance" and together the "advances") until the Expiration Date, subject to the terms and conditions of this Note and the Loan Documents (as defined below). The "**Expiration Date**" shall mean December 20, 2029, or such later date as may be designated by the Bank by written notice from the Bank to the Borrowers. Each Borrower acknowledges and agrees that in no event will the Bank be under any obligation to extend or renew the Facility or this Note beyond the Expiration Date. In no event shall the aggregate unpaid principal amount of advances under this Note exceed the face amount of this Note.

2. Interest Rate. Each advance outstanding under this Note will bear interest at a rate or rates per annum as may be selected by the Borrowers from the interest rate options set forth below (each, an "**Option**"):

(a) for advances denominated in United States Dollars:

(i) **Base Rate Option.** A rate of interest per annum which is at all times equal to the sum of (A) the Base Rate (as defined below) plus (B) the Applicable Margin (the "**Base Rate Option**").

(ii) **Daily SOFR Rate Option.** A rate of interest per annum equal to the sum of (A) Daily SOFR (as defined below) plus (B) the Applicable Margin (as defined below) (the "**Daily SOFR Rate Option**").

(iii) **Term SOFR Rate Option.** A rate per annum equal to the sum of (A) the Term SOFR Rate (as defined below) plus (B) the Applicable Margin (the "**Term SOFR Rate Option**").

(b) for advances denominated in Canadian Dollars:

(i) **Canadian Prime Rate Option.** A rate of interest per annum which is at all times equal to the sum of (A) the Canadian Prime Rate (as defined below) plus (B) the Applicable Margin (the "**Canadian Prime Rate Option**"). If and when the Canadian Prime Rate (or any component thereof) changes, the rate of interest with respect to any advance to which the Canadian Prime Rate Option applies will change automatically without notice to any Borrower, effective on the date of any such change.

(ii) **Daily CORRA Option.** A rate per annum equal to the sum of (A) Daily CORRA (as defined below) plus (B) the Applicable Margin (the "**Daily CORRA Rate Option**").

The Borrower may select different Options to apply simultaneously to different portions of the advances and may select up to 4 different interest periods to apply simultaneously to different portions of the advances bearing interest under the Term SOFR Rate Option (as defined below); provided that, notwithstanding anything herein to the contrary, (x) advances denominated in United States Dollars shall, at the Borrowers' option, bear interest at the Base Rate Option, the Daily SOFR Rate Option or the Term SOFR Rate Option and (y) advances denominated in Canadian Dollars, shall, at the Borrowers' option, bear interest at either the Canadian Prime Rate Option or the Daily CORRA Rate Option. There are no required minimum interest periods for advances bearing interest under the Base Rate Option, the Canadian Prime Rate Option or the Daily CORRA Rate Option.

3. Payments. The Borrowers shall pay accrued interest on the unpaid principal balance of this Note in arrears: (a) for amounts under this Note bearing interest under the Base Rate Option, on the last day of each calendar quarter during the term of this Note, (b) for amounts under this Note bearing interest under the Canadian Prime Rate Option or the Daily CORRA Rate Option, on the first day of each calendar month during the term of this Note, (c) for amounts hereunder bearing interest under the Daily SOFR Rate Option (as defined above), on the first day of each calendar month during the term of this Note, (d) for amounts hereunder bearing interest under the Term SOFR Rate Option (as defined above), on the first day of each calendar month during the term of this Note, and (e) for all outstanding amounts, at maturity, whether by acceleration of this Note or otherwise, and after maturity, on demand until paid in full. All outstanding principal and accrued interest under this Note shall be due and payable in full on the Expiration Date.

4. Certain Definitions. If the following terms are used in this Note, such terms shall have the meanings set forth below:

"**Applicable Margin**" shall mean the corresponding percentages per annum as specified under and in accordance with the terms set forth below based on the Consolidated Total Net Leverage Ratio:

Level	**Consolidated Total Net Leverage Ratio**	**Unused Fee**	**Base Rate Option and Canadian Prime Rate Option**	**Daily SOFR Rate Option, Term SOFR Rate Option and Daily CORRA Rate Option**
I	Less than 1.25 to 1.00	0.175%	0.50%	1.50%
II	Greater than or equal to 1.25 to 1.00 but less than 2.00 to 1.00	0.175%	0.75%	1.75%
III	Greater than or equal to 2.00 to 1.00 but less than 2.75 to 1.00	0.200%	1.00%	2.00%
IV	Greater than or equal to 2.75 to 1.00 but less than 3.50 to 1.00	0.225%	1.25%	2.25%
V	Greater than or equal to 3.50 to 1.00	0.250%	1.50%	2.50%

For purposes of determining the Applicable Margin:

(a) The Applicable Margin on the date hereof shall be the rate set forth in Level II.

(b) The Applicable Margin shall be recomputed as of the end of each Fiscal Quarter (as defined in the Guarantor Credit Agreement) ending after the date hereof based on the Consolidated Total Net Leverage Ratio as of such quarter end. Any increase or decrease in the Applicable Margin computed as of a quarter end shall be effective on the date on which the Compliance Certificate evidencing such computation is due to be delivered under Section 8.12(a) of the Guarantor Credit Agreement. If a Compliance Certificate is not delivered when due in accordance with such Section 8.12(a) of the Guarantor Credit Agreement, then the rates in Level V shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and shall remain in effect until the date on which such Compliance Certificate is delivered.

(c) If, as a result of any restatement of or other adjustment to the financial statements of Holdings (as defined in the Guarantor Credit Agreement) or for any other reason, the Guarantor or the Lenders (as defined in the Guarantor Credit Agreement) determine that (i) the Consolidated Total Net Leverage Ratio as calculated by the Guarantor as of any applicable date was inaccurate and (ii) if a proper calculation of the Consolidated Total Net Leverage Ratio would have resulted in higher pricing for such period, the Borrowers shall immediately and retroactively be obligated to pay to the Bank, promptly on demand by the Bank (or, after the occurrence of an actual or deemed entry of an order for relief with respect to the Guarantor or Holdings under the Bankruptcy Code of the United States, automatically and without further action by the Bank), an amount equal to the excess of the amount of interest and fees that should have been paid for such period over the amount of interest and fees actually paid for such period. The Borrowers' obligations under this paragraph shall survive the termination of this Note and the other Loan Documents and the repayment in full of all other obligations under this Note and the other Loan Documents.

"**Base Rate**" shall mean the highest of (A) the Prime Rate, (B) the sum of the Overnight Bank Funding Rate plus 50 basis points (0.50%), and (C) the sum of Daily Simple SOFR plus 100 basis points (1.00%), so long as a Daily Simple SOFR is offered, ascertainable and not unlawful; provided, however, if the Base Rate as determined above would be less than zero, then such rate shall be deemed to be zero. Any change in the Base Rate (or any component thereof) shall take effect at the opening of business on the day such change occurs. If and when the Base Rate (or any component thereof) changes, the rate of interest with respect to any amounts under this Note to which the Base Rate Option applies will change automatically without notice to any Borrower, effective on the date of any such change.

"**Business Day**" shall mean any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in either (i) Pittsburgh, Pennsylvania or (ii) Toronto, Canada; provided that, when used in connection with an amount that bears interest at a rate based on (x) SOFR or any direct or indirect calculation or determination involving SOFR, the term "Business Day" means any such day that is also a U.S. Government Securities Business Day, and (y) Canadian Dollars, the term "Business Day" means any such day that is also a day on which banks are open for business in Toronto, Ontario.

"**Canadian Dollars**", "**CDN$**" or the symbol "**C$**" shall mean the lawful money of Canada.

"**Canadian Prime Rate**" shall mean the interest rate per annum announced from time to time with respect to borrowings in Canadian Dollars by PNC Bank Canada Branch, which rate may not be the lowest or most favorable rate then being charged to commercial borrowers or others by PNC Bank Canada Branch and may not be tied to any external rate of interest or index. Any change in the Canadian Prime Rate shall take effect at the opening of business on the day such change is announced.

"**CORRA**" means a rate equal to the Canadian Overnight Repo Rate Average as administered by the CORRA Administrator.

"**CORRA Administrator**" means the Bank of Canada (or any successor administrator of the Canadian Overnight Repo Rate Average selected by the Bank in its reasonable discretion).

"**CORRA Administrator's Website**" means the Bank of Canada's website, at https://www.bankofcanada.ca, or any successor source for the Canadian Overnight Repo Rate Average identified as such by the CORRA Administrator from time to time.

"**CORRA Rate Loan**" shall mean a loan that bears interest at a rate based on CORRA.

"**Change in Law**" means the occurrence, after the date of this Note, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any governmental authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any governmental authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"**Consolidated Total Net Leverage Ratio**" has the meaning set forth in the Guarantor Credit Agreement.

"**Daily CORRA**" means, for any day. CORRA for the day (such day, adjusted as applicable as set forth herein, the "**CORRA Lookback Day**") that is two (2) Business Days prior to (A) if such day is a Business Day, such day or (B) if such day is not a Business Day, the Business Day immediately preceding such day, in each case, as such CORRA is published by the CORRA Administrator on the CORRA Administrator's Website; provided, that if by 5:00 pm (local time) on the second (2nd) Business Day immediately following any CORRA Lookback Day, Daily CORRA has not been published on the CORRA Administrator's Website and a Benchmark Replacement has not been enacted pursuant to the terms hereof, then Daily CORRA will be as published in respect of the first preceding Business Day for which Daily CORRA was published on the CORRA Administrator's Website; provided further that Daily CORRA determined pursuant to this proviso shall be utilized for purposes of calculation of Daily CORRA for no more than three (3) consecutive days; provided further that if Daily CORRA as determined above would be less than the Floor, such rate shall be deemed to be the Floor for purposes of this Agreement. Daily CORRA shall be adjusted automatically as of the effective date of any change in Daily CORRA without notice to the Borrower. Determination by the Bank of Daily CORRA shall be deemed conclusive absent manifest error.

"**Daily SOFR**" means Daily Simple SOFR.

"**Daily SOFR Rate Option**" means the option of any Borrower to have portions of the advances bear interest at a daily floating rate, as provided in the section entitled "Interest Rate" above.

"**Daily Simple SOFR**" means, for any day (a "**SOFR Rate Day**"), the interest rate per annum determined by the Bank by dividing (the resulting quotient rounded upwards, at the Bank's discretion, to the nearest 1/100th of 1%) (A) SOFR for the day (the "**SOFR Determination Date**") that is 2 Business Days prior to (i) such SOFR Rate Day if such SOFR Rate Day is a Business Day or (ii) the Business Day immediately preceding such SOFR Rate Day if such SOFR Rate Day is not a Business Day, by (B) a number equal to 1.00 minus the SOFR Reserve Percentage, in each case, as such SOFR is published by the NYFRB (or a successor administrator of the secured overnight financing rate) on the website of the NYFRB, currently at http://www.newyorkfed.org, or any successor source identified by the NYFRB or its successor administrator for the secured overnight financing rate from time to time. If Daily Simple SOFR as determined above would be less than the Floor, then Daily Simple SOFR shall be deemed to be the Floor. If SOFR for any SOFR Determination Date has not been published or replaced with a Benchmark Replacement (as defined below) by 5:00 p.m. (Pittsburgh, Pennsylvania time) on the second Business Day immediately following such SOFR Determination Date, then SOFR for such SOFR Determination Date will be SOFR for the first Business Day preceding such SOFR Determination Date for which SOFR was published in accordance with the definition of "SOFR"; provided that SOFR determined pursuant to this sentence shall be used for purposes of calculating Daily Simple SOFR for no more than 3 consecutive SOFR Rate Days. If and when Daily Simple SOFR as determined above changes, any applicable rate of interest based on Daily Simple SOFR will change automatically without notice to any Borrower, effective on the date of any such change.

“**Default Rate**” shall mean the rate per annum (based on the actual number of days that principal is outstanding over a year of 360 days) equal to the lesser of (A) the sum of 3% plus the interest rate otherwise in effect from time to time under this Note and (B) the Maximum Rate.

“**Floor**” means a rate of interest per annum equal to zero.

“**Guarantor**” means Safariland, LLC, a Delaware limited liability company

“**Guarantor Credit Agreement**” shall mean that the Amended and Restated Credit Agreement dated as of December 20, 2024 by and among Safariland LLC, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and PNC Bank, National Association, as administrative agent, as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time.

“**Interest Period**” shall mean each Term SOFR Interest Period.

“**Maximum Rate**” shall mean the maximum rate of interest allowed by applicable law.

“**Overnight Bank Funding Rate**” shall mean, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York (“**NYFRB**”), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Bank for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Bank at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to any Borrower.

“**Prime Rate**” shall mean the rate publicly announced by the Bank from time to time as its prime rate. The Prime Rate is determined from time to time by the Bank as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Bank to any particular class or category of customers.

“**Published Rate**” shall mean the rate of interest published each Business Day in the Wall Street Journal “Money Rates” listing under the caption “London Interbank Offered Rates” for a one month period (or, if no such rate is published therein for any reason, then the Published Rate shall be the eurodollar rate for a one month period as published in another publication selected by the Bank).

“**SOFR**” means a rate equal to the secured overnight financing rate as administered by the NYFRB (or a successor administrator of the secured overnight financing rate).

“**SOFR Rate Loan**” shall mean a loan that bears interest at a rate based on Daily SOFR or Term SOFR Rate.

“**SOFR Reserve Percentage**” means, for any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to SOFR funding.

“**Term SOFR Administrator**” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its reasonable discretion).

“**Term SOFR Interest Period**” means, with respect to any amount to which the Term SOFR Rate Option applies, a period of one, three or six months (in each case, subject to the availability thereof), as selected by the Borrower, commencing on the date of disbursement of such amount (or the date of conversion of any amount to the Term SOFR Rate Option, as the case may be) and each successive period selected by the Borrower thereafter; provided that:

(A) if a Term SOFR Interest Period would end on a day that is not a Business Day, it shall end on the next succeeding Business Day unless such day falls in the next succeeding calendar month in which case the Term SOFR Interest Period shall end on the next preceding Business Day;

(B) the Borrower may not select a Term SOFR Interest Period that would end on a day after the Expiration Date; and

(C) any Term SOFR Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Term SOFR Interest Period) shall end on the last Business Day of the last calendar month of such Term SOFR Interest Period.

“**Term SOFR Rate**” means, with respect to any amount to which the Term SOFR Rate Option applies, for any Term SOFR Interest Period, the interest rate per annum determined by the Bank by dividing (the resulting quotient rounded upwards, at the Bank’s discretion, to the nearest 1/100th of 1%) (A) the Term SOFR Reference Rate for a tenor comparable to such Term SOFR Interest Period, as published by the Term SOFR Administrator on the day (the “**Term SOFR Determination Date**”) that is 2 Business Days prior to the first day of such Term SOFR Interest Period, by (B) a number equal to 1.00 minus the SOFR Reserve Percentage. If the Term SOFR Reference Rate for the applicable tenor has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (Pittsburgh, Pennsylvania time) on the Term SOFR Determination Date, then the Term SOFR Reference Rate, for purposes of clause (A) in the preceding sentence, shall be the Term SOFR Reference Rate for such tenor on the first Business Day preceding such Term SOFR Determination Date for which such Term SOFR Reference Rate for such tenor was published in accordance herewith, so long as such first preceding Business Day is not more than 3 Business Days prior to such Term SOFR Determination Date. If the Term SOFR Rate, determined as provided above, would be less than the Floor, then the Term SOFR Rate shall be deemed to be the Floor. The Term SOFR Rate shall be adjusted automatically without notice to the Borrower on and as of (i) the first day of each Term SOFR Interest Period, and (ii) the effective date of any change in the SOFR Reserve Percentage.

“**Term SOFR Rate Option**” means the option of the Borrower to have portions of the advances bear interest at a rate based on the Term SOFR Rate, if such Option is provided in the section entitled “Interest Rate” above.

“**Term SOFR Reference Rate**” means the forward-looking term rate based on SOFR.

"**U.S. Government Securities Business Day**" means any day except for (A) a Saturday or Sunday or (B) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"**United States Dollars**", "**USD$**", or the symbol "**$**" shall mean the lawful money of the United States of America.

5. <u>Advance Procedures</u>. The Borrowers may request advances hereunder by giving oral or written notice to the Bank by 11:00 a.m. Toronto, Ontario time (a) two (2) Business Days prior to the proposed advance, in the case of advances to bear interest under the Term SOFR Rate Option or the Daily SOFR Rate Option and (b) one (1) Business Day prior to the proposed advance, in the case of advances to bear interest under any other Option, followed promptly thereafter by the Borrowers' written confirmation to the Bank of any oral notice. If permitted by the Bank, a request for advance may be made by telephone or electronic mail, or delivered in accordance with the Bank's security procedures through any automated platform or electronic service provided by the Bank, with such confirmation or verification (if any) as the Bank may require in its discretion from time to time. A request for advance by any Borrower shall be binding upon each Borrower, jointly and severally. Any request for advance shall specify the name of the Borrower with respect thereto. The Borrowers authorize the Bank to accept telephonic, email, automated and electronic requests for advances, and the Bank shall be entitled to rely upon the authority of any person providing such instructions. The Borrowers hereby indemnify and hold the Bank harmless from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) which may arise or be created by the acceptance of such telephonic, email, automated and electronic requests or by the making of such advances. The Bank will enter on its books and records, which entry when made will be presumed correct, the date and amount of each advance, as well as the date and amount of each payment made by the Borrowers.

6. <u>Interest Rate Election</u>. Subject to the terms and conditions of this Note, at the end of each Interest Period applicable to any amounts hereunder, the Borrowers may renew the Option applicable to such amounts or convert such amounts to a different Option available for the currency in which such amount is denominated; <u>provided that</u>, during any period in which any Event of Default (as hereinafter defined) has occurred and is continuing, (x) with respect to any such amounts denominated in United States Dollars, (i) any amounts bearing interest under the Term SOFR Rate Option shall, at the Bank's sole discretion, be converted at the end of the applicable Term SOFR Interest Period to the Base Rate Option, and the Term SOFR Rate Option will not be available to Borrowers with respect to any new advances (or with respect to the conversion or renewal of any other amounts) until such Event of Default has been cured by the Borrowers or waived by the Bank and (ii) any amounts bearing interest under the Daily SOFR Rate Option shall, at the Bank's sole discretion, be immediately converted to the Base Rate Option, and the Daily SOFR Rate Option will not be available to Borrowers with respect to any new advances (or with respect to the conversion or renewal of any other amounts) until such Event of Default has been cured by the Borrowers or waived by the Bank and (y) with respect to any such amounts denominated in Canadian Dollars, any amounts bearing interest under the Daily CORRA Rate Option shall, at the Bank's sole discretion, be converted on the first day of the next succeeding month to the Canadian Prime Rate Option, and the Daily CORRA Rate Option will not be available to Borrowers with respect to any new advances (or with respect to the conversion or renewal of any other amounts) until such Event of Default has been cured by the Borrowers or waived by the Bank. The Borrowers shall notify the Bank of each election of an Option, each conversion from one Option to another, the amount of the portions hereunder to be allocated to each Option and where relevant the Interest Period therefor. In the case of converting to a Term SOFR Rate Option, such notice shall be given at least two (2) Business Days prior to the commencement of any Term SOFR Interest Period. If no interest period is specified in any such notice for an amount that is to bear interest under the Term SOFR Rate Option, the Borrower shall be deemed to have selected a Term SOFR Interest Period of one month's duration. If no notice of election, conversion or renewal is timely received by the Bank with respect to any amount hereunder, the Borrowers shall be deemed to have elected (x) in the case of amounts denominated in United States Dollars, the Base Rate Option and (y) in the case of amounts denominated in Canadian Dollars, the Canadian Prime Rate Option. Any such election shall be promptly confirmed in writing by such method as the Bank may require.

7. **<u>Interest Calculation; Maximum Rate</u>.** Interest with respect to advances denominated in United States Dollars will be calculated based on the actual number of days that principal is outstanding over a year of 360 days. Interest with respect to advances denominated in Canadian Dollars will be calculated based on the actual number of days that principal is outstanding over a year of 365/366 days, as the case may be. In no event will the rate of interest hereunder exceed the Maximum Rate. Regardless of any other provision of this Note or the other Loan Documents, if for any reason the effective interest rate should exceed the Maximum Rate, the effective interest rate shall be deemed reduced to, and shall be, the Maximum Rate, and (a) the amount which would be excessive interest shall be deemed applied to the reduction of the principal balance of this Note and not to the payment of interest, and (b) if the loan evidenced by this Note has been or is thereby paid in full, the excess shall be returned to the party paying same, such application to the principal balance of this Note or the refunding of such excess to be a complete settlement and acquittance thereof.

In the event that any provision of this Note would oblige the Borrowers to make any payment of interest or any other payment which is construed by a court of competent jurisdiction to be interest in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted *nunc pro tunc* to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the Bank of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (i) firstly, by reducing the amount or rate of interest required to be paid under this Agreement; and (ii) thereafter, by reducing any fees, commissions, premiums and other amounts which would constitute interest for the purposes of Section 347 of the *Criminal Code* (Canada).

Any amount or rate of interest referred to in this Section shall be determined in accordance with generally accepted actuarial practices and principles at an effective annual rate of interest over the term of this Agreement on the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the *Criminal Code* (Canada)) shall, if they relate to a specific period of time, be prorated over that period of time and otherwise be prorated over the terms of this Agreement and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Bank shall be conclusive for the purposes of such determination.

8. **<u>Alternate SOFR Rate Provisions</u>.** If the Bank determines (which determination shall be final and conclusive) that, by reason of circumstances affecting the eurodollar market generally, deposits in dollars (in the applicable amounts) are not being offered to banks in the eurodollar market for the selected term, or adequate means do not exist for ascertaining the Term SOFR Rate or the Daily SOFR Rate, as applicable, then the Bank shall give notice thereof to the Borrowers. Thereafter, until the Bank notifies the Borrowers that the circumstances giving rise to such suspension no longer exist, (a) the availability of the Term SOFR Rate Option and the Daily SOFR Rate Option shall be suspended, and (b) the interest rate for all amounts then bearing interest under (i) the Term SOFR Rate Option shall be converted at the expiration of the then current Term SOFR Interest Period(s) to the Base Rate Option and (ii) the Daily SOFR Rate Option shall be converted to the Base Rate Option immediately.

In addition, if, after the date of this Note, the Bank shall determine (which determination shall be final and conclusive) that any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impossible for the Bank to make or maintain or fund loans based on the Daily SOFR Rate or the Term SOFR Rate, the Bank shall notify the Borrowers. Thereafter, until the Bank notifies the Borrowers that the circumstances giving rise to such determination no longer apply, (a) the availability of the Term SOFR Rate Option and the Daily SOFR Rate Option shall be suspended, and (b) the interest rate on all amounts then bearing interest under the Term SOFR Rate Option or the Daily SOFR Rate Option shall be converted to the Base Rate Option (i) in the case of Loans bearing interest at the Term SOFR Rate Option, either (A) on the last day of the then current Term SOFR Interest Period(s) if the Bank may lawfully continue to maintain or fund loans based on the Term SOFR Rate to such day, or (B) immediately if the Bank may not lawfully continue to maintain or fund loans based on the Term SOFR Rate, in which event, notwithstanding anything to the contrary contained in Section 14 hereof, the Borrowers shall not be liable for any break funding liabilities, losses or expenses in respect of such early termination of such Term SOFR Interest Period and (ii) in the case of Loans bearing interest at the Daily SOFR Rate Option, immediately if the Bank may not lawfully continue to maintain or fund loans based on Daily SOFR.

9. **Alternate Daily CORRA Rate Provisions.** If the Bank determines (which determination shall be final and conclusive) that a fundamental change has occurred in the foreign exchange or interbank markets with respect to Canadian Dollars (including, without limitation, change in national or international financial, political or economic conditions or currency exchange rates or controls), then the Bank shall give notice thereof to the Borrowers. Thereafter, until the Bank notifies the Borrowers that the circumstances giving rise to such suspension no longer exist, (a) the availability of the Daily CORRA Rate Option shall be suspended, and (b) the interest rate for all amounts then bearing interest under the Daily CORRA Rate Option shall be immediately converted to the Canadian Prime Rate Option.

In addition, if, after the date of this Note, the Bank shall determine (which determination shall be final and conclusive) that any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impossible for the Bank to make or maintain or fund loans based on Daily CORRA, the Bank shall notify the Borrowers. Thereafter, until the Bank notifies the Borrowers that the circumstances giving rise to such determination no longer apply, (a) the availability of the Daily CORRA Rate Option shall be suspended, and (b) the interest rate on all amounts then bearing interest under the Daily CORRA Rate Option shall be immediately converted to the Canadian Prime Rate Option.

10. **Conforming Changes; Benchmark Replacement Provisions.** The Bank shall have the right to make any technical, administrative or operational changes from time to time that the Bank decides may be appropriate to reflect the adoption and implementation of SOFR or any other Benchmark (as defined below) or to permit the use and administration thereof by the Bank in a manner substantially consistent with market practice or in such other manner as the Bank decides is reasonably necessary. Notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such technical, administrative or operational changes will become effective without any further action or consent of the Borrower. The Bank shall provide notice to the Borrower of any such amendment reasonably promptly after such amendment becomes effective.

If the applicable interest rate under this Note is based on a Benchmark and the Bank determines (which determination shall be final and conclusive) that (A) such Benchmark cannot be determined pursuant to its definition other than as a result of a Benchmark Transition Event (as defined below), or (B) any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impracticable for the Bank to make or maintain or fund loans based on that Benchmark, then the Bank shall give notice thereof to the Borrower. Thereafter, until the Bank notifies the Borrower that the circumstances giving rise to such determination no longer exist, (a) the availability of any Option based on that Benchmark shall be suspended, and (b) the interest rate for all amounts then bearing interest under such Option shall be converted to the Base Rate Option either (i) on the last day of the then current applicable interest period(s) if the Bank may lawfully continue to maintain or fund loans based on that Benchmark to such day, or (ii) immediately if the Bank may not lawfully continue to maintain or fund loans based on that Benchmark.

Notwithstanding anything to the contrary herein or in any other Loan Document, if the Bank determines (which determination shall be final and conclusive) that a Benchmark Transition Event has occurred with respect to a Benchmark, the Bank may amend this Note to replace such Benchmark with a Benchmark Replacement; and any such amendment shall be in writing, shall specify the date that the Benchmark Replacement is effective and will not require any further action or consent of the Borrower. Until the Benchmark Replacement is effective, amounts bearing interest with reference to a Benchmark will continue to bear interest with reference to such Benchmark as long as such Benchmark is available, and otherwise such amounts automatically will bear interest at the Base Rate Option.

For purposes of this section, the following terms have the meanings set forth below:

"**Benchmark**" means, at any time, any interest rate index (or tenor of an interest rate index) then used in the determination of an interest rate under the terms of this Note. Once a Benchmark Replacement becomes effective under this Note, it is a Benchmark.

"**Benchmark Replacement**" means, for any Benchmark, the sum of (a) an alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case that has been selected by the Bank as the replacement for such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the official sector or any official sector-sponsored committee or working group, for U.S. dollar-denominated credit facilities at such time; provided that, if the Benchmark Replacement as determined pursuant to the foregoing would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Note and the other Loan Documents.

"**Benchmark Transition Event**" means a public statement or publication by or on behalf of the administrator of a Benchmark, the regulatory supervisor of such administrator, the Board of Governors of the Federal Reserve System, NYFRB, an insolvency official or resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease to provide such Benchmark permanently or indefinitely, provided that at the time of such statement or publication there is no successor administrator that will continue to provide such Benchmark or (b) such Benchmark is or will no longer be representative.

11. Other Payment Terms. If any payment under this Note shall become due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing interest in connection with such payment. The Borrowers hereby authorizes the Bank to charge the Borrowers' deposit account at the Bank for any payment when due under this Note or any other Loan Document. Payments received will be applied to charges, fees and expenses (including attorneys' fees), accrued interest and principal in any order the Bank may choose, in its sole discretion.

All payments due hereunder shall be made free and clear of and without deduction for any and all present or future taxes, levies, imports, deductions, charges or withholdings imposed by any jurisdiction or taxing authority, domestic or foreign, and all liabilities with respect thereto, excluding (i) taxes imposed on the Bank's net income and (ii) taxes imposed on the Bank's net income and franchise taxes imposed on the Bank, by the jurisdiction of the Bank's lending office or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges withholdings and liabilities being hereinafter referred to as "**Taxes**"). If any Borrower shall be required by law to deduct or withhold any Taxes from or in respect of any sum payable hereunder (i) the sum payable shall be increased as may be necessary so that after making all required deductions and withholdings (including deductions applicable to additional sums payable under this paragraph) the Bank will receive an amount equal to the sum the Bank would have received had no such deductions or withholdings been made, and (ii) the Borrowers agree to pay the full amount deducted or withheld to the relevant taxation authority or other authority in accordance with applicable law and promptly provide to the Bank the official receipt or other document evidencing such payment. In addition, the Borrowers agree to pay any present or future stamp or document taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Note (hereinafter referred to as "**Other Taxes**"). If any Taxes or Other Taxes required to be paid by the Borrowers hereunder are not paid and are imposed on and paid by the Bank, the Borrowers shall indemnify the Bank and reimburse the Bank for the amount of such payment, together with any interest, penalties and expenses in connection therewith, whether or not such tax shall have been correctly or legally imposed. Such reimbursement (together with interest at the Default Rate computed from the date the Bank makes such payment to the date the Bank has received reimbursement therefore in good funds) shall be made within thirty (30) days from the date the Bank makes written demand therefor.

12. Late Payments; Default Rate. If the Borrowers fail to make any payment of principal, interest or other amount coming due pursuant to the provisions of this Note within 15 calendar days of the date due and payable, the Borrowers also shall pay to the Bank a late charge equal to the lesser of 5% of the amount of such payment or C$100.00 (the "**Late Charge**"). Such 15-day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the Bank's option upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, amounts outstanding under this Note shall bear interest at the Default Rate. The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Bank's expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Bank's exercise of any rights and remedies hereunder, under the other Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Bank may employ. In addition, the Default Rate reflects the increased credit risk to the Bank of carrying a loan that is in default. The Borrowers agree that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Bank, and that the actual harm incurred by the Bank cannot be estimated with certainty and without difficulty.

13. Prepayment; Termination.

(a) The Borrowers shall have the right to prepay any amounts outstanding hereunder at any time and from time to time, in whole or in part; subject, however, to payment of any break funding indemnification amounts owing pursuant to the paragraph entitled "Break Funding Indemnification" below.

(b) The Borrowers shall have the rights to terminate or reduce the commitments under the Facility from time to time, in whole or in part; subject, however, to payment of any break funding indemnification amounts owing pursuant to the paragraph entitled "Break Funding Indemnification" below. The Borrowers shall notify the Bank of any election to terminate or reduce the commitments under the Facility at least one Business Day prior to the effective date of such termination or reduction, specifying such election and the effective date thereof.

14. Increased Costs; Yield Protection. On written demand, together with written evidence of the justification therefor, the Borrowers agree to pay the Bank all amounts specified in Section 9 of the Loan Agreement.

15. Break Funding Indemnification. The Borrowers agree to indemnify the Bank against any liabilities, losses or expenses (including, without limitation, loss of margin, any loss or expense sustained or incurred in liquidating or employing deposits from third parties, and any loss or expense incurred in connection with funds acquired to effect, fund or maintain any amounts hereunder (or any part thereof) bearing interest under the Term SOFR Rate Option, the Daily SOFR Rate Option or the Daily CORRA Rate Option) which the Bank sustains or incurs as a consequence of either (i) the Borrowers' failure to make a payment on the due date thereof, (ii) the Borrowers' revocation (expressly, by later inconsistent notices or otherwise) in whole or in part of any notice given to Bank to request, convert, renew or prepay any amounts bearing interest under the Term SOFR Rate Option, the Daily SOFR Rate Option or the Daily CORRA Rate Option, or (iii) the Borrowers' payment or prepayment (whether voluntary, after acceleration of the maturity of this Note or otherwise) or conversion of any amounts bearing interest under the Term SOFR Rate Option, the Daily SOFR Rate Option or the Daily CORRA Rate Option on a day other than the regularly scheduled due date therefor. A notice as to any amounts payable pursuant to this paragraph given to the Borrowers by the Bank shall, in the absence of manifest error, be conclusive and shall be payable upon demand. The Borrowers' indemnification obligations hereunder shall survive the payment in full of all amounts payable hereunder.

16. **<u>Other Loan Documents</u>.** This Note is issued in connection with a letter agreement or loan agreement between the Borrowers and the Bank, dated on or before the date hereof, and the other agreements and documents executed and/or delivered in connection therewith or referred to therein, the terms of which are incorporated herein by reference (as amended, modified or renewed from time to time, collectively the "**Loan Documents**"), and is secured by the property (if any) described in the Loan Documents and by any and all mortgages, security agreements, assignments, loan agreements, pledge agreements and other documents or instruments evidencing a security interest or other lien in favor of the Bank and delivered by the Borrowers or by any third party with reference to indebtedness of the Borrowers, whether such documents were previously or are hereafter executed, and whether given expressly as security for payment of this Note or generally as security for any and all indebtedness of the Borrowers to the Bank. Such documents may be executed contemporaneously with the execution of this Note, or they may be executed and delivered at another time. Collateral securing other obligations of the Borrowers to the Bank may also secure this Note.

17. **<u>Events of Default</u>.** The occurrence of any of the following events will be deemed to be an "**Event of Default**" under this Note: (i) the nonpayment of any principal, interest or other indebtedness under this Note when due; (ii) the occurrence of any event of default or any default and the lapse of any notice or cure period, or any Obligor's failure to observe or perform any covenant or other agreement, under or contained in any Loan Document or any other document now or in the future evidencing or securing any debt, liability or obligation of any Obligor to the Bank; (iii) the filing by or against any Obligor of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against any Obligor, such proceeding is not dismissed or stayed within 30 days of the commencement thereof, provided that the Bank shall not be obligated to advance additional funds hereunder during such period); (iv) any assignment by any Obligor for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of any Obligor held by or deposited with the Bank; (v) a default with respect to any other indebtedness of any Obligor for borrowed money, if the effect of such default is to cause or permit the acceleration of such debt; (vi) the commencement of any foreclosure or forfeiture proceeding, execution or attachment against any collateral securing the obligations of any Obligor to the Bank; (vii) the entry of a final judgment against any Obligor and the failure of such Obligor to discharge the judgment within 10 days of the entry thereof; (viii) any change in any Obligor's business, assets, operations, financial condition or results of operations that has or could reasonably be expected to have any material adverse effect on any Obligor; (ix) any Obligor ceases doing business as a going concern; (x) any representation or warranty made by any Obligor to the Bank in any Loan Document or any other documents now or in the future evidencing or securing the obligations of any Obligor to the Bank, is false, erroneous or misleading in any material respect; (xi) the revocation or attempted revocation, in whole or in part, of any guarantee by any Obligor; (xii) the death, incarceration, indictment or legal incompetency of any individual Obligor or, if any Obligor is a partnership or limited liability company, the death, incarceration, indictment or legal incompetency of any individual general partner or member or (xiii) any Event of Default (as defined in the Guarantor Credit Agreement) shall occur pursuant to the Guarantor Credit Agreement or any Loan Document (as defined in the Guarantor Credit Agreement). As used herein, the term "**Obligor**" means any Borrower and any guarantor of, or any pledgor, mortgagor or other person or entity providing collateral support for, the Borrowers' obligations to the Bank existing on the date of this Note or arising in the future.

Upon the occurrence of an Event of Default: (a) the Bank shall be under no further obligation to make advances hereunder; (b) if an Event of Default specified in clause (iii) or (iv) above shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind; (c) if any other Event of Default shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder, at the Bank's option and without demand or notice of any kind, may be accelerated and become immediately due and payable; (d) at the Bank's option, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default; and (e) the Bank may exercise from time to time any of the rights and remedies available under the Loan Documents or under applicable law.

18. **<u>Right of Setoff</u>.** In addition to all liens upon and rights of setoff against the Borrowers' money, securities or other property given to the Bank by law, the Bank shall have, with respect to the Borrowers' obligations to the Bank under this Note and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and the Borrowers hereby grant the Bank a security interest in, and hereby assigns, conveys, delivers, pledges and transfers to the Bank, all of the Borrowers' right, title and interest in and to, all of the Borrowers' deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, the Bank or any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts. Upon the occurrence and during the continuance of an Event of Default, every such security interest and right of setoff may be exercised without demand upon or notice to the Borrowers. Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of an Event of Default hereunder without any action of the Bank, although the Bank may enter such setoff on its books and records at a later time.

19. **Indemnity.** The Borrowers agree to indemnify each of the Bank, each legal entity, if any, who controls, is controlled by or is under common control with the Bank, and each of their respective directors, officers and employees (the "**Indemnified Parties**"), and to defend and hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) (each, a "**Claim**") which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrowers), in connection with or arising out of or relating to the matters referred to in this Note or in the other Loan Documents or the use of any advance hereunder, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by any Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any Claim that is determined by a court of competent jurisdiction in a final, non-appealable judgment to have been solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this paragraph shall survive the termination of this Note, payment of any amounts hereunder and the assignment of any rights hereunder. The Borrowers may participate at their expense in the defense of any such action or claim.

20. **Miscellaneous.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be in writing (except as may be agreed otherwise above with respect to borrowing requests or as otherwise provided in this Note) and will be effective upon receipt. Notices may be given in any manner to which the parties may agree. Without limiting the foregoing, first-class mail, postage prepaid, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. In addition, the parties agree that Notices may be sent electronically to any electronic address provided by a party from time to time. Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this paragraph. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity. No modification, amendment or waiver of, or consent to any departure by the Borrowers from, any provision of this Note will be effective unless made in a writing signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Borrowers agree to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Bank in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Bank's counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrowers and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor, notice of non-payment, notice of intent to accelerate and notice of acceleration, and any other notice of any kind. The Borrowers also waive all defenses based on suretyship or impairment of collateral. If this Note is executed by more than one Borrower, the obligations of such persons or entities hereunder will be joint and several. This Note shall bind the each Borrower and its heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the benefit of the Bank and its successors and assigns; provided, however, that no Borrower may assign this Note in whole or in part without the Bank's written consent and the Bank may assign this Note in whole or in part in accordance with the terms of Section 10.10 of the Loan Agreement.

21. Governing Law and Venue. This Note has been delivered to and accepted by the Bank and will be deemed to be made in the State of New York. **THIS NOTE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE BANK AND THE BORROWERS DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, INCLUDING WITHOUT LIMITATION THE ELECTRONIC TRANSACTIONS ACT (OR EQUIVALENT) IN EFFECT IN THE STATE OF NEW YORK (OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT)**. Each Borrower hereby irrevocably consents to the exclusive jurisdiction of the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof; provided that nothing contained in this Note will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against any Borrower individually, against any security or against any property of any Borrower within any other county, state or other foreign or domestic jurisdiction. Each Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Bank and the Borrowers. Each Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

22. Commercial Purpose. Each Borrower represents that the indebtedness evidenced by this Note is being incurred by such Borrower solely for the purpose of acquiring or carrying on a business, professional or commercial activity, and not for personal, family or household purposes.

23. USA PATRIOT Act Notice. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each Borrower that opens an account. What this means: when any Borrower opens an account, the Bank will ask for the business name, business address, taxpayer identifying number and other information that will allow the Bank to identify such Borrower, such as organizational documents. For some businesses and organizations, the Bank may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

24. Representation by Counsel. Each Borrower hereby represents that it has been represented by competent counsel of its choice, or has knowingly waived its right to use and retain counsel, in the negotiation and execution of this Note and the other Loan Documents; that it has read and fully understood the terms hereof; that each Borrower and any retained counsel have been afforded an opportunity to review, negotiate and modify the terms of this Note and the other Loan Documents; and that it intends to be bound hereby. In accordance with the foregoing, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Note or any other Loan Document.

25. Authorization to Obtain Credit Reports. By signing below, each person, who is signing in his or her individual capacity, requests and provides written authorization to the Bank or its designee (and any assignee or potential assignee hereof) to obtain such individual's personal credit profile from one or more national credit bureaus. This authorization extends to obtaining a credit profile in (i) considering an application for credit that is evidenced, guaranteed or secured by this document, (ii) assessing creditworthiness and (iii) considering extensions of credit, including on an ongoing basis, as necessary for the purposes of (a) update, renewal or extension of such credit or additional credit, (b) reviewing, administering or collecting the resulting account and (c) reporting on the repayment and satisfaction of such credit obligations. By signing below, such individual further ratifies and confirms his or her prior requests and authorizations with respect to the matters set forth herein. For the avoidance of doubt, this provision does not apply to persons signing below in their capacities as officers or other authorized representatives of entities, organizations or governmental bodies.

26. Counterparts; Electronic Signatures and Records. This Note and any other Loan Document may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Notwithstanding any other provision herein, the Borrowers agree that this Note, the Loan Documents, any amendments thereto, and any other information, notice, signature card, agreement or authorization related thereto (each, a "**Communication**") may, at the Bank's option, be in the form of an electronic record. Any Communication may, at the Bank's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

27. Reserved.

28. Reserved.

29. Other Fees.

(a) **Upfront Fee.** The Borrowers agrees to pay an upfront fee (the "**Upfront Fee**") in an amount equal to $28,872.00 of the principal amount of this Note on the date first set forth above. The Borrowers hereby authorize and direct the Bank to charge the Borrowers' deposit account with the Bank for the Upfront Fee on the date it is due.

(b) **Unused Commitment Fee.** Beginning on the last day of the first fiscal quarter ending after the date of this Note and continuing on the last day of each fiscal quarter thereafter until the Expiration Date, the Borrowers shall pay an unused commitment fee (the "**Unused Fee**") to the Bank, in arrears, at a rate equal to the Applicable Margin for each day during such fiscal quarter multiplied by the difference for each such day between the aggregate principal amount of this Note (as may be adjusted from time to time) minus the aggregate amount of all outstanding advances on such day. The Unused Fee shall be computed on the basis of a year of 360 days and paid on the actual number of days elapsed. The Borrowers hereby authorize and direct the Bank to charge the Borrowers' deposit account with the Bank for each Unused Fee on or after the date it is due.

30. WAIVER OF JURY TRIAL. EACH BORROWER IRREVOCABLY WAIVES ANY AND ALL RIGHTS SUCH BORROWER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS NOTE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS NOTE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. EACH BORROWER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY

31. AMENDMENT AND RESTATEMENT. This Amended and Restated Revolving Line of Credit Note amends and restates the existing Revolving Line of Credit Note executed on February 9, 2022 by certain of the Borrowers in favor of the Bank (the "Original Note"). This Amended and Restated Revolving Line of Credit Note renews and continues the Original Note without any novation, discharge or satisfaction of the underlying indebtedness thereunder or any collateral security therefor, all of which Indebtedness and collateral security remain outstanding under this Amended and Restated Revolving Line of Credit Note.

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EACH BORROWER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE WAIVER OF JURY TRIAL, AND HAS BEEN ADVISED BY COUNSEL AS NECESSARY OR APPROPRIATE.

WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

BORROWERS:

MED-ENG HOLDINGS ULC

By: /s/ Chad Appleby (SEAL)
Name: Chad Appleby
Title: Vice President, Tax, Treasurer and Secretary

PACIFIC SAFETY PRODUCTS INC.

By: /s/ Chad Appleby (SEAL)
Name: Chad Appleby
Title: Vice President, Tax and Treasurer

ICOR TECHNOLOGY INC

By: /s/ Chad Appleby (SEAL)
Name: Chad Appleby
Title: Treasurer and Secretary

TYR TACTICAL CANADA ULC

By: /s/ Chad Appleby (SEAL)
Name: Chad Appleby
Title: Vice President, Tax and Treasurer

BANK:

PNC BANK CANADA BRANCH

By: /s/ Caroline Stade
Name: Caroline Stade
Title: Senior Vice President