FIRST AMENDMENT TO CREDIT AGREEMENT

FIRST AMENDMENT TO CREDIT AGREEMENT (this "<u>Amendment</u>") dated as of November 29, 2023 among POSABIT SYSTEMS CORPORATION, a company incorporated under the Business Corporations Act (British Columbia) (the "<u>Borrower</u>"), the Lenders (as defined below) party hereto and PERGA CAPITAL PARTNERS, LP, as administrative agent (the "<u>Administrative Agent</u>").

WHEREAS, the Borrower, the financial institutions from time to time party thereto as lenders (the "<u>Lenders</u>"), and the Administrative Agent are parties to that certain Credit Agreement dated as of March 31, 2023 (the "<u>Credit Agreement</u>").

WHEREAS, the Borrower, the Administrative Agent and the Lenders have agreed to make certain amendments to the Credit Agreement, from and after the date hereof, on the terms and conditions more particularly described herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1.   <u>Definitions</u>. Except as otherwise defined in this Amendment, terms defined in the Credit Agreement are used herein as defined therein.

Section 2.   <u>References Generally</u>. References in the Credit Agreement (including references to the Credit Agreement as amended hereby) to "this Agreement" (and indirect references such as "hereunder", "hereby", "herein" and "hereof") and each reference to the Credit Agreement in the other Loan Documents (and indirect references such as "thereunder", "thereby", "therein" and "thereof") shall be deemed to be references to the Credit Agreement as amended hereby.

Section 3.   <u>Amendments to the Credit Agreement</u>. From and after the First Amendment Effective Date, the Credit Agreement shall be amended as follows:

3.01   <u>Section 1.01</u>. The definition of "Maturity Date" is deleted in its entirety and replaced with the following:

"**Maturity Date**" means the <u>fifth</u> anniversary of the Closing Date (except that, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day).

3.02   <u>Section 2.01(b)</u>. The insertion of the words "or, at the discretion of the Lenders, multiple Loans" immediately after the words "a single Loan".

3.03   <u>Section 2.06</u>. The reference to "(i) the funding of the Loans under the Delayed Draw Facility" is deleted in its entirety and "(i) the funding of each Loan under the Delayed Draw Facility, to the extent actually funded" is substituted therefor.

3.04   <u>Section 2.15(b)</u>. The reference to "three" is deleted in its entirety and "five" is substituted therefor.

Section 4.   <u>Conditions Precedent</u>. The amendment to the Credit Agreement set forth in <u>Section 2</u> above shall become effective as of the date hereof (the "<u>First Amendment Effective Date</u>"), upon satisfaction or waiver (by the Administrative Agent) of the Administrative Agent having received counterparts of this Amendment executed by the Borrower, the Lenders and the Administrative Agent.

Section 5.   Reference to and Effect Upon the Credit Agreement. Except as specifically amended above, the Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed.

Section 6.   Miscellaneous. This Amendment is a Loan Document for all purposes of the Credit Agreement. If any part of this Amendment is contrary to, prohibited by, or deemed invalid under applicable Laws, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Amendment may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart signature page by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a *"PDF"* file) shall be effective as delivery of a manually executed counterpart signature page. Section headings used in this Amendment are for reference only and shall not affect the construction of this Amendment.

Section 7.   GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AN CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

BORROWER:

POSABIT SYSTEMS CORPORATION

By: *(Signed) "Ryan Hamlin"*
Name: Ryan Hamlin
Title: CEO

LENDER AND ADMINISTRATIVE AGENT:

PERGA CAPITAL PARTNERS, LP

By: *(Signed) "Alex Sharp"*
Name: Alex Sharp
Title: Managing Member