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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**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): October 22, 2024

**ALLIENT INC.**

(Exact Name of Registrant as Specified in its Charter)

Colorado  
(State or Other Jurisdiction  
of Incorporation)

0-04041  
(Commission File Number)

84-0518115  
(IRS Employer  
Identification No.)

495 Commerce Drive  
Amherst, New York 14228  
(Address of Principal Executive Offices, including zip code)

(716) 242-8634  
(Registrant's telephone number, including area code)

Not Applicable  
(Former name or former address, if changed since last report)

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

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common stock	ALNT	NASDAQ

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 (see General Instruction A.2. below):

- 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))

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).

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.

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## **Item 1.01. Entry into a Material Definitive Agreement.**

### Amendments to Revolving Credit Facility

On October 22, 2024, Allient Inc. and one of its subsidiaries, Allied Motion Technologies B.V. (together, the “Company”) entered into a Second Amendment (the “Amendment”) to Third Amended and Restated Credit Agreement with HSBC Bank USA, National Association, as Administrative Agent, and the other financial institutions signatory thereto. All capitalized terms used in this Current Report on Form 8-K and not otherwise defined herein have the meanings ascribed to such terms in the Credit Agreement, as amended (the “Revolving Facility”).

The Revolving Facility contains affirmative and negative covenants customarily found in facilities of this type. Pursuant to the Amendment, the Company’s maximum permitted Leverage Ratio is (i) increased to 4.5:1.0 for the quarters ending March 31, 2025, and June 30, 2025, and (ii) increased to 4.0:1.0 for the quarter ending September 30, 2025.

In calculating certain financial covenants under the Revolving Facility, the definition of Consolidated EBITDA was revised to permit the inclusion of certain acquisition, business retention, restructuring, integration, and realignment costs. Additionally, the Amendment imposed certain restrictions on acquisitions through December 31, 2025.

Pursuant to the Amendment, the Applicable Rate for the period beginning on January 1, 2025 and ending on September 30, 2025 is set forth in Pricing Level VII of the Revolving Facility, regardless of the Company’s Leverage Ratio.

The foregoing summary description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Second Amendment to Third Amended and Restated Credit Agreement, which is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

On July 30, 2024, the Company entered into a First Amendment to Third Amended and Restated Credit Agreement (the “First Amendment”) that included non-material amendments to amend certain non-U.S. collateral pledge requirements and make other non-material amendments. A copy of the First Amendment is filed as Exhibit 10.1 hereto.

### Amendments to Note Purchase and Private Shelf Agreement

On October 22, 2024, Allient Inc. entered into a Second Amendment (the “NPA Amendment”) to Note Purchase and Private Shelf Agreement (the “NPA”) with the noteholders signatory thereto. Pursuant to the NPA Amendment, the Leverage Ratio, definition of Consolidated EBITDA and restrictions on acquisitions under the NPA were modified to be consistent with the Revolving Facility.

Pursuant to the NPA Amendment, the fourth calendar quarter of 2024 and the first three calendar quarters of 2025 are deemed to be an Increased Leverage Period (as defined in the NPA Amendment), resulting in a 50 basis point increase in the interest rate under the NPA.

The foregoing summary description of the NPA Amendment does not purport to be complete and is qualified in its entirety by reference to the Second Amendment to Note Purchase and Private Shelf Agreement, which is filed as Exhibit 10.4 hereto and is incorporated herein by reference.

On July 30, 2024, the Company entered into a First Amendment to Note Purchase and Private Shelf Agreement (the “First NPA Amendment”) that that included non-material amendments to amend certain non-

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U.S. collateral pledge requirements and make other non-material amendments. A copy of the First NPA Amendment is filed as Exhibit 10.3 hereto.

**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 is hereby incorporated by reference into this Item 2.03.

**Item 7.01. Regulation FD Disclosure.**

On October 25, 2024, the Company issued a press release announcing the Amendment and NPA Amendments, a copy of which is furnished herewith as Exhibit 99.1.

The information contained in this Item 7.01 and Exhibit 99.1 shall not be deemed to be “filed” for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of such section, nor will such information be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as may be expressly set forth by specific reference in such filing.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits. The following exhibit is filed herewith:

- 10.1 [First Amendment, dated as of July 30, 2024, to Third Amended and Restated Credit Agreement dated as of March 1, 2024, among Allient Inc. and Allied Motion Technologies B.V. as Borrowers, HSBC Bank USA, National Association, as Administrative Agent, and the other financial institutions signatory thereto.](#)
- 10.2 [Second Amendment, dated as of October 22, 2024, to Third Amended and Restated Credit Agreement dated as of March 1, 2024, among Allient Inc. and Allied Motion Technologies B.V. as Borrowers, HSBC Bank USA, National Association, as Administrative Agent, and the other financial institutions signatory thereto.](#)
- 10.3 [First Amendment, dated as of July 30, 2024, to Note Purchase and Private Shelf Agreement dated as of March 1, 2024, among Allient Inc. and each of the holders of the Notes signatory thereto.](#)
- 10.4 [Second Amendment, dated as of October 22, 2024, to Note Purchase and Private Shelf Agreement dated as of March 1, 2024, among Allient Inc. and each of the holders of the Notes signatory thereto.](#)
- 99.1 [Press Release of Allient Inc., dated October 25, 2024.](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

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

Date: October 25, 2024

**ALLIENT INC.**

By: /s/ James A. Michaud

James A. Michaud  
Senior Vice President & Chief Financial Officer

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**FIRST AMENDMENT TO  
THIRD AMENDED AND RESTATED  
CREDIT AGREEMENT**

This First Amendment dated as of July 30, 2024 to the Third Amended and Restated Credit Agreement dated as of March 1, 2024 (“Amendment”), is made by and among **HSBC BANK USA, NATIONAL ASSOCIATION**, as Administrative Agent (in such capacity, “Agent”), the Lenders (as defined in the Credit Agreement, as defined below), and **ALLIENT INC.** (“Allient Inc.”) and **ALLIED MOTION TECHNOLOGIES B.V.** (“Allied B.V.” and collectively with Allient Inc., the “Borrowers”).

**Statement of the Premises**

The Agent, the Lenders, the Borrowers, and HSBC Bank USA, National Association, Wells Fargo Bank, National Association, TD Bank, N.A. and PNC Capital Markets LLC as joint lead arrangers and Citibank, N.A. as syndication agent, have previously entered into a Third Amended and Restated Credit Agreement dated as of March 1, 2024 (as so amended, the “Credit Agreement”). All capitalized terms not otherwise defined in this Amendment have the meanings given them in the Credit Agreement after giving effect to this Amendment.

The Agent, the Lenders and the Borrowers have agreed to amend the Credit Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants set forth herein, and of the loans or other extensions of credit heretofore, now or hereafter made by the Lenders to, or for the benefit of, the Borrowers, the parties hereto agree as follows:

**1. Conditions Precedent to this Amendment.** This Amendment shall be effective as of the date first written above once the following conditions precedent are satisfied:

**1.1 Amendment Documentation.** The Agent shall have received an original of this Amendment and the Intercreditor Agreement executed by, among others, the Borrowers and the Lenders.

**1.2 No Default.** As of the date hereof, and after giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.

**1.3 Dutch Authorization.** The Agent shall have received, for each Dutch Loan Party (a) a copy of a resolution of the board of managing directors of such Dutch Loan Party: (i) approving the terms of, and the transactions contemplated by, the Loan Documents to which it is a party and resolving that it execute the Loan Documents to which it is a party; (ii) if applicable, authorizing a specified person or persons to execute the Loan Documents to which it is a party on its behalf; and (iii) if applicable, authorizing a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with the Loan Documents to which it is a party; (b) if applicable, a copy of the resolution of the board of supervisory directors of such Dutch Loan Party approving the resolutions

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of the board of managing directors referred to under (a) of this paragraph 1.3; and (c) if applicable, a copy of the resolution of the shareholder(s) of each Dutch Loan Party approving the resolutions of the board of managing directors referred to under (b) of this paragraph 1.3;

**1.4 German Authorization.** The Agent shall have received, in relation to Heidrive GmbH, electronic copies of (a) a resolution signed by all the holders of the issued shares in Heidrive GmbH and/or if applicable, a copy of a resolution of the supervisory board (*Aufsichtsrat*) and/or advisory board (*Beirat*) of Heidrive GmbH (i) approving the terms of, and the transactions contemplated by, the Loan Documents to which it is a party and resolving that it execute, deliver and perform the Loan Documents to which it is a party; (ii) if applicable, authorizing a specified person or persons to execute the Loan Documents to which it is a party on its behalf; and (iii) if applicable, authorizing a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with the Loan Documents to which it is a party; and (b) a certificate of an authorised signatory of Heidrive GmbH, containing up-to-date electronic copies of (i) its commercial register extract (*Handelsregisterauszug*); (ii) its articles of association (*Satzung*); (iii) its list of shareholders (*Gesellschafterliste*); and (iv) a specimen of the signature of each person authorised in accordance with applicable law to act for Heidrive GmbH in relation to the Loan Documents and certifying that each copy document relating to it specified in this Clause 1 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement.

**1.5 German Security Agreements.** The Agent shall have received, in relation to Heidrive GmbH, electronic copies of (a) the German law governed security agreements over (i) its bank accounts; (ii) its receivables; (iii) its IP rights; and (iv) its movable fixed assets (*bewegliches Anlagevermögen*) and current assets (*Umlaufvermögen*); and (b) the US law governed guaranty and indemnity agreement.

**1.6 Dutch Security Agreements.** The Agent shall have received (a) in relation to Allied B.V., an electronic copy of a Dutch law governed deed of pledge of over all shares of Allied B.V. executed by the Company; (b) with respect to Dordrecht, an electronic copy of a Dutch law governed deed of pledge of over all shares of Dordrecht executed by Allied B.V. and a US law governed guaranty and indemnity agreement executed by Dordrecht and (c) with respect to Allied B.V. and Dordrecht, an electronic copy of a Dutch law governed omnibus deed of pledge of assets.

**1.7 Reserved.**

**1.8 Swedish Authorization.** The Agent shall have received in relation to Allied Motion Stockholm AB, electronic copies of (a) a resolution of the board members of Allied Motion Stockholm AB (i) approving the terms of, and the transactions contemplated by, the Loan Documents to which it is or is to be a party and resolving that it execute, deliver and perform the Loan Documents to which it is or is to be a party, and any prior action taken by it in relation to the Loan Documents; (ii) authorizing a specified person or persons to sign and execute the Loan Documents to which it is or is to be a party on its behalf; (iii) authorizing a specified person or persons, on its behalf, to negotiate, sign and/or dispatch all further documents and notices to be signed and/or dispatched by it under or in connection with the Loan Documents to which it is or is

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to be a party; (b) a certificate of an authorized signatory of Allied Motion Stockholm AB, containing up-to-date electronic copies of (i) its commercial register extract (Sw. *registreringsbevis*); (ii) its articles of association (Sw. *bolagsordning*); and (iii) a specimen of the signature of each person authorized by the resolution of the board members referred to in 1.7 (a) and certifying that each copy document relating to it is correct, complete and in full force and effect and has not been amended as at a date no earlier than the date of this Agreement

**1.9 Swedish Security Agreements.** The Agent shall have received, in relation to Allied Motion Stockholm AB, electronic copies of the Swedish law governed security agreements over (i) all shares in Allied Motion Stockholm AB; (ii) its bank accounts; (iii) its receivables in relation to customers (Sw. *kundfordringar*), and (iv) a new corporate mortgage certificate.

**1.10 Opinions.**

(a) The Agent shall have received opinions of counsel to each of the Loan Parties organized in Colorado, The Netherlands, Germany and Portugal, and opinions of counsel to the Agent with respect to the Loan Parties organized in The Netherlands and Sweden, addressed to the Agent and each Lender, as to the matters concerning the Loan Parties and this Agreement as the Agent may reasonably request.

(b) Notwithstanding the foregoing, the liability of Peters, Schönberger & Partner ("PS&P"), German special counsel for the Obligors, in connection with the opinion letter given by it in connection with this Amendment and the First Amendment to Note Purchase Agreement dated on or about the date hereof (the "German Law Opinion") shall be limited to an overall amount of EUR 10,000,000 in the aggregate, and neither the Administrative Agent nor the Lenders shall either solely or jointly, together with the Note Purchasers and PGIM (each within the meaning of the First Amendment to the Note Purchase Agreement) or their respective successors, be entitled to claim that PS&P is liable with respect to the German Law Opinion for more than the aforesaid amount. This Section 1.10(b) is for the direct benefit of PS&P in accordance with section 328 of the German Civil Code (BGB) and shall neither be amended nor cancelled without the prior written consent of PS&P.

**1.11 Works Council Advice.** The Agent shall have received with respect to each Dutch Loan Party to the extent applicable, a copy of (i) the request for advice from each works council, or central or European works council with jurisdiction over the transactions contemplated by this Agreement and (ii) the unconditional positive advice from such works council; and

**1.12 Representations and Warranties.** The representations and warranties contained in the Credit Agreement shall, after giving effect to this Amendment, be true, correct and complete as of the date hereof as though made on such date.

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

**2.1** Section 1.01 (entitled "Defined Terms") is amended by deleting the present definitions of the terms set forth below and replacing them in their entirety with the following definitions:

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“Allied BV Security Deed” means the Deed of Pledge of Shares dated as of July 30, 2023 from the Company to the Collateral Agent, as the same may be amended or supplemented from time to time.

“Intercreditor Agreement” means that certain Amended and Restated Intercreditor and Collateral Agency Agreement dated as of July 30, 2024 among the Administrative Agent, the Initial Noteholders (as defined therein), each other Noteholder (as defined therein) that becomes a party thereto, each Lender (as defined therein), each other Creditor (as defined therein) that becomes a party thereto, and the Collateral Agent, as the same may be amended, restated, modified or supplemented from time to time.

“Patent Agreement” means any grant of security interest in patents, made by any Loan Party in favor of the Collateral Agent, or any of its predecessors, including, without limitation that certain Amended and Restated Patent and Trademark Security Agreement, dated of even date herewith, from certain Loan Parties to the Collateral Agent, as the same may be amended or supplemented from time to time.

“Pledge Agreements” means the pledge agreements, between a Loan Party and the Collateral Agent, pursuant to which any Loan Party pledges any stock, other equity interests or intercompany notes held by it, including, without limitation those certain pledge security agreements dated as of even date herewith, by certain of the Loan Parties to the Collateral Agent, as amended, restated, replaced or assigned from time to time.

“Sanction(s)” means, any sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, His Majesty’s Treasury (“HMT”) or other relevant sanctions authority.

“Trademark Agreement” means any grant of security interest in trademarks, made by any Loan Party in favor of the Collateral Agent or any of its predecessors, including without limitation that certain Amended and Restated Patent and Trademark Security Agreement, dated of even date herewith as of March 1, 2024 from the Company, Globe Inc., TCI, Thingap and Spectrum to the Collateral Agent, as the same may be amended or supplemented from time to time.

**2.2** The following is added as a new Section 1.12 (entitled “Swedish Terms”):

**1.12 Swedish Terms.**

(a) In this Agreement, where it relates to an entity incorporated or organized under the laws of Sweden, a reference to:

(i) its “organizational documents” include its articles of association and the certificate of registration issued by the Swedish Companies Registration Office (Sw. Bolagsverket), as in force from time to time;

(ii) a “composition”, “compromise”, “assignment” or “arrangement” with any class of creditors includes (A) any write-down of debt (Sw.



skuldnedskrivning) following from any procedure of “företagsrekonstruktion” under the Swedish Act on Company Restructuring (Sw. Lag om företagsrekonstruktion (2022:964)), or (B) any write-down of debt in bankruptcy (Sw. ackord i konkurs) under the Swedish Insolvency Act (Sw. Konkurslag (1987:672));

(iii) “compulsory manager”, “administrative receiver”, “administrator” or “liquidator” includes (A) “rekonstruktör” under the Swedish Act on Company restructuring, (B) “konkursförvaltare” under the Swedish Insolvency Act, or (C) “likvidator” under the Swedish Companies Act (Sw. aktiebolagslag (2005:551));

(iv) “gross negligence” means “grov vårdslöshet” under Swedish law;

(v) a “guarantee” includes any “garanti” under Swedish law which is independent from the debt to which it relates and any “borgen” under Swedish law which is accessory to or dependent on the debt to which it relates;

(vi) “merger” includes any “fusion” implemented in accordance with Chapter 23 of the Swedish Companies Act;

(vii) a “reorganisation” or “demerger” includes any contribution of part of its business in consideration of shares (apport) and any demerger (delning) implemented in accordance with Chapter 24 of the Swedish Companies Act;

(viii) a “winding up”, “liquidation”, “administration” or “dissolution” includes a “frivillig likvidation” or a “tvångslikvidation” under Chapter 25 of the Swedish Companies Act; and

(ix) an “insolvency event” includes that such member of the Group is the subject of a “konkurs” under the Swedish Bankruptcy Act, a “företagsrekonstruktion” under the Swedish Reorganisation Act or a “tvångslikvidation” under Chapter 25, Section 10 of the Swedish Companies Act.

(b) Each transfer and/or assignment by a Lender shall include a proportionate part of the security interests granted under the relevant Security Document governed by Swedish law, together with a proportionate interest in the relevant Security Document governed by Swedish law.

(c) Any security granted under a Security Document governed by Swedish law will be granted to the Secured Parties represented by the Collateral Agent.

(d) Notwithstanding any other provisions in this Agreement or in any other Loan Document except for paragraph (e) below, the release of any perfected security interest under the Security Documents governed by Swedish law (or any security

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interest under the Security Documents purported or required to be perfected in accordance with Swedish law in accordance with the relevant Security Documents) (a “Swedish Perfected Security Interest”) shall always be subject to the prior written consent of the Collateral Agent. Each Secured Party hereby authorizes the Collateral Agent to give consent promptly on its behalf where such release or disposal is not prohibited under the terms of the Loan Documents, without notification or further reference to the Secured Parties, but subject to the terms of the Intercreditor Agreement.

(e) Notwithstanding paragraph (d) above, if a disposal of assets subject to a Swedish Perfected Security Interest is made to a third party on arm’s length terms at market value then the release of such Swedish Perfected Security Interest shall not require the consent of the Collateral Agent, provided that such disposal is not prohibited under the Loan Documents, the disposal is for cash and all proceeds are paid directly by that third party to Collateral Agent and all net proceeds of such disposal are immediately applied towards either prepayment of the Obligations (as defined in the Intercreditor Agreement) in accordance with the terms thereof or deposited in a pledged account as Collateral (as defined in the Intercreditor Agreement). This paragraph (e) and the paragraph (d) above shall supersede any conflicting provision in this Agreement or the other Loan Documents.

(f) Any merger in respect of an entity which will be absorbed and the shares of which is being subject to a security under the Security Documents governed by Swedish law, other than a merger where the shares in the surviving entity are subject to a security under the Security Documents governed by Swedish law, shall always be subject to the prior written consent of the Collateral Agent. Each Secured Party hereby authorizes the Collateral Agent to give consent promptly on its behalf where such merger is not prohibited under the terms of the Loan Documents, without notification or further reference to the Secured Parties.

2.3 Section 2.12 (entitled “Collateral Security”) is amended and restated as follows:

2.12 **Collateral Security.** Subject to Section 6.12, the Obligations shall be secured by a perfected first priority security interest (subject only to Liens permitted by Section 7.01 entitled to priority under applicable law) in the following property of the Loan Parties, whether now owned or hereafter acquired, (i) all personal property of each Loan Party, *provided* that (A) Allied AB shall not be required to pledge its personal property if such pledge would give rise to Swedish stamp tax of 1% or more of the face value of such pledge and shall not be required to pledge assets other than bank accounts, receivables in relation to customers (Sw. kundfordringar) and existing corporate mortgage certificates or replacements thereof (Sw. befintliga foretagsinteckningsbrev) and (B) Globe Lda shall not be required to pledge its personal property until the occurrence of an Event of Default, (ii) all Equity Interests of all Subsidiaries of each Loan Party, *provided* that (A) no Loan Party shall be required to pledge its Equity Interests in a Non-Material Subsidiary, (B) Allied B.V. shall not be required to pledge its Equity Interests in Heidrive pursuant to a share pledge agreement governed by German law if the

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notary fees for the notarization of such pledge agreement by a German public notary would exceed EUR 35,000, (C) the Loan Parties shall not be required to pledge their Equity Interests in Globe Lda until the occurrence of an Event of Default, and (iii) all proceeds an products of the property and assets described in (i) and (ii) above..

**2.4** Section 6.12 (entitled “Additional Guarantors and Pledgors”) is amended and restated as follows:

**6.12 Additional Guarantors and Pledgors.** Notify the Administrative Agent at the time that any Person becomes a Subsidiary (other than a Non-Material Subsidiary) or any Subsidiary that was a Non-Material Subsidiary ceases to be a Non-Material Subsidiary and promptly thereafter (and in any event within 30 days in the case of a new Subsidiary that is not a Non-Material Subsidiary, and 45 days after the end of the quarter during which a Non-Material Subsidiary ceases to be a Non-Material Subsidiary), (a) cause such Person (unless such person is a Foreign Subsidiary of Allied B.V. and (A) executing a Guaranty would result in a mutually adverse tax consequence to the Loan Parties, taken as a whole, or (B) is prohibited under local solvency or similar restrictions) to (i) guaranty all Obligations by executing and delivering to the Administrative Agent a Guaranty or such other document as the Administrative Agent shall deem appropriate for such purpose, (ii) secure all of its Obligations as described in, but only to the extent required by, Section 2.12 by providing the Collateral Agent with a first priority perfected security interest (subject only to Liens permitted by Section 7.01 entitled to priority under applicable law) on its assets and by executing a security agreement and such other documents as the Administrative Agent shall deem appropriate for such purpose and (iii) accede to and join as a party to this Agreement and the Intercreditor Agreement, (b) the parent entity of such Person shall pledge the equity of such Subsidiary as security for the Obligations; and (c) deliver to the Administrative Agent documents of the types referred to in clauses (iii) and (iv) of Section 4.01(a) and opinions of counsel to such Person (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to in clauses (a) and (b)), all in form, content and scope reasonably satisfactory to the Administrative Agent.

**2.5** Article VI is amended by adding the following Section 6.15:

**6.15 Swedish Share Certificates; Swedish Business Certificates.** Allied Motion Stockholm AB shall promptly, on the date hereof, make an initial filing to initiate the cancellation procedure with respect to the current share certificates (share certificates representing the shares no 1 – 40,000 and 40,001 – 70,000, respectively) and current corporate mortgage certificates (reference no. 19910315.305.01, 20011108.148.01A, 20011108.148.01B, 20060224.90.01, 20090116.60.1) with respect to Allied Motion Stockholm AB, and shall use commercially reasonable to promptly complete such procedures. Once each such procedure is completed and a replacement certificate has been issued and delivered to Allied Motion Stockholm

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AB, Allied Motion Stockholm AB shall, within three (3) Business Days after such replacement certificate is issued, deliver such certificate to the Collateral Agent.

**2.6** Article VI is further amended by adding the following Section 6.16:

**6.16 Portuguese Security Agreements.** Immediately upon the occurrence of an Event of Default, the Loan Parties shall deliver to the Agent a Portuguese law governed pledge agreement over (a) all of business assets and equipment of Globe Lda and (b) all shares in Globe Lda, and shall pay all applicable stamp tax and duty payable in connection therewith.

**2.7** Section 7.01 (entitled “Liens”) is amended to add the following sentence at the end thereof:

“Without limiting the foregoing, Allied B.V. shall not, directly or indirectly, pledge or create, incur, assume or suffer to exist any Lien on any shares of Heidrive or Globe Lda, and Globe Lda shall not, directly or indirectly, pledge, or create, incur, or assume to suffer or exist any Lien on any of its assets.”

**2.8** The following is added as a new Section 7.20 (entitled “Ohio Leased Locations”):

**7.20 Ohio Leased Locations.** Permit the value of its assets located at 1944 Troy Street, Dayton, Ohio or 1960 Troy Street, Dayton, Ohio at any time to exceed \$1,000,000 for either location individually or \$2,000,000 in the aggregate for both locations taken together.

**2.9** Section 9.01 (entitled “Appointment and Authority”) is amended so that the last sentence of subsection (a) thereof is deleted.

**2.10** Section 10.06 (entitled “Successors and Assigns”) is amended so that subsection (b)(i)(B) thereof is replaced as follows:

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if “Trade Date” is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$5,000,000; provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met. Until the interpretation of the term “public” (as referred to in Article 4.1(1) of the CRR) has been published by the competent authority, the share of a Lender in any Loan requested by Allied B.V. and, consequently, the amount transferred by one Lender to another Lender in relation to a Loan to Allied B.V. should be at least EUR 100,000 (or the foreign currency equivalent thereof) and as soon as the interpretation of the term “public” has been published by the competent

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authority, the Lender to which the assignment is made may not be considered to be part of the public on the basis of such interpretation.

**2.11** Section 10.26 (entitled “Intercreditor Agreement”) is amended so that subsections (b) and (c) thereof are deleted and replaced with “Reserved”.

**2.12** Schedule 10.02 (entitled “Administrative Agent’s Office; Certain Addresses for Notices”) is amended so that notices to the Administrative Agent or the L/C Issuer are to be addressed as follows:

If to the Administrative Agent or the L/C Issuer:

HSBC Bank USA, National Association  
66 Hudson Boulevard East  
New York, New York 10001  
Attention: Ershad Sattar  
Email: [ctlany.loanagency@us.hsbc.com](mailto:ctlany.loanagency@us.hsbc.com)

with a copy (which will not constitute notice) to:

Phillips Lytle LLP  
One Canalside  
125 Main Street  
Buffalo, NY 14203-2887  
Attention: Deborah A. Doxey, Esq.  
Email: [ddoxey@phillipslytle.com](mailto:ddoxey@phillipslytle.com)  
Facsimile: 716-852-6100

**3. Reaffirmations.**

(a) The Borrowers hereby acknowledge and reaffirm the execution and delivery of the Security Documents to which they are parties and agree that such Security Documents shall continue in full force and effect and continue to secure the Obligations, including all indebtedness of the Borrowers to the Agent, the Lenders and the L/C Issuer arising under or in connection with the Credit Agreement, as amended hereby, and any renewal, extension or modification thereof.

(b) By signing the acknowledgment below, each of the Guarantors hereby acknowledges and reaffirms the execution and delivery of its respective Guaranty (collectively, the “Guaranty”) and each other Loan Document to which it is a party, and agrees that such Loan Documents shall continue in full force and effect and continue to guarantee or secure, as applicable, all Obligations, including all indebtedness of the Borrowers to the Administrative Agent, the Lenders and the L/C Issuer arising under or in connection with the Agreement, as amended hereby, and any renewal, extension or modification thereof, and the documents executed in connection therewith.

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#### **4. Representations and Warranties**

. Each Borrower makes the following representations and warranties to the Agent and the Lenders which shall be deemed to be continuing representations and warranties so long as any Obligations, including indebtedness of either Borrower to Agent or the Lenders arising under the Credit Agreement or any Loan Documents, remain unpaid:

(a) Authorization. Such Borrower has full power and authority to execute, deliver and perform this Amendment, which has been duly authorized by all proper and necessary action. The execution and delivery of this Amendment by such Borrower will not violate the provisions of, or cause a default under, such Borrower's Organizational Documents or any agreement to which such Borrower is a party or by which it or its assets are bound.

(b) Binding Effect. This Amendment has been duly executed and delivered by such Borrower and constitutes the legal, valid and binding obligation of such Borrower enforceable in accordance with its terms, except as enforceability may be limited by applicable Debtor Relief Laws.

(c) Consents; Governmental Approvals. No consent, approval or authorization of, or registration, declaration or filing with, any governmental body or authority or any other party is required in connection with the valid execution, delivery or performance of this Amendment or any other document executed and delivered herewith or in connection with any other transactions contemplated hereby.

(d) No Events of Default. There is, on the date hereof and after giving effect to this Amendment, no event or condition which constitutes an Event of Default under any of the Loan Documents or which, with notice and/or the passage of time, would constitute an Event of Default.

(e) No Material Misstatements. Neither this Amendment nor any document delivered to the Agent or the Lenders by or on behalf of such Borrower to induce the Agent and the Lenders to enter into this Amendment or otherwise in connection with this Amendment contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading in light of the circumstances in which they were made.

(f) Credit Agreement. After giving effect to this Amendment, the representations and warranties of such Borrower set forth in Article 5 of the Credit Agreement are true and correct on and as of the date hereof with the same force and effect as if made on and as of such date.

#### **5. Reference to and Effect on Loan Documents.**

(a) Upon the effectiveness hereof, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference in the Loan Documents to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Amendment.

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(b) The Credit Agreement, as amended by this Amendment, represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Amendment supersedes all prior negotiations and any course of dealing between the parties with respect to the subject matter hereof. This Amendment shall be binding upon each Borrower and its successors and assigns, and shall inure to the benefit of, and be enforceable by, the Agent, the Lenders and each of their successors and assigns. The Credit Agreement, as amended hereby, is in full force and effect and, as so amended, is hereby ratified and reaffirmed in its entirety. Each Borrower acknowledges and agrees that the Credit Agreement (as amended by this Amendment) and all other Loan Documents to which such Borrower is a party are in full force and effect, that such Borrower's obligations thereunder and under this Amendment are its legal, valid and binding obligations, enforceable against it in accordance with the terms thereof and hereof, and that such Borrower has no defense, whether legal or equitable, setoff or counterclaim to the payment and performance of such obligations.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Agent or the Lenders under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement.

**6. Costs and Expenses**

. Borrowers agree to pay on demand all costs and expenses of the Agent and the Lenders in connection with the preparation, execution and delivery of this Amendment, including the fees and out-of-pocket expenses of counsel for the Agent and the Lenders.

**7. Governing Law**

. This Amendment shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts-of-laws rules which would require the application of the laws of any other jurisdiction. Notwithstanding the foregoing, Section 1.10(b) of this Agreement shall be governed and construed in accordance with the laws of Germany without regard to any conflicts-of-laws rules which would require the application of the laws of any other jurisdiction.

**8. Headings**

. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

**9. Execution in Counterparts**

. This Amendment may be executed in any number of counterparts, and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original (including for purposes of Section 1.2 above), but all such counterparts shall together constitute one and the same agreement. This Amendment, to the extent signed and delivered by means of a facsimile machine or e-mail scanned image, shall be treated in all manner and respects (including for purposes of Section 1.2 above) as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or e-mail scanned image to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a

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facsimile machine or by e-mail as a defense to the formation of a contract and each party forever waives such defense.

**10. Electronic Execution of Assignments and Certain Other Documents**

. The words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import used in this Amendment or any other documents executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary neither the Agent, the L/C Issuer nor any Lender is under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Agent, the L/C Issuer or such Lender pursuant to procedures approved by it and provided further, without limiting the foregoing, upon the request of the Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

[Signature Pages Follow]

Doc #11884537.9

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective representatives thereunto duly authorized, as of the date first above written.

**ALLIENT INC.**

By: /s/ JAMES A. MICHAUD

Name: James A. Michaud

Title: Chief Financial Officer

**ALLIED MOTION TECHNOLOGIES B.V.**

By: /s/ H.R. NUGTEREN

Name: H.R. Nugteren

Title: Director

[Signature Page to First Amendment to Third Amended and Restated Credit Agreement]

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Accepted and agreed to this 30th day  
of July, 2024.

ALLIED MOTION STOCKHOLM AB,  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Specially Authorized Signatory

ALLIED MOTION CONTROL CORPORATION,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

ALLIED MOTION DORDRECHT B.V.,  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Director

EMOTEQ CORPORATION,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

GLOBE MOTORS, INC.,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

[Signature Page to First Amendment to Third Amended and Restated Credit Agreement]

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ALLIED MOTION PORTUGAL, LDA.,  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Manager

HEIDRIVE GMBH,  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Managing Director

STATURE ELECTRIC, INC.,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

ALLIED MOTION TWINSBURG, LLC,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

TCI, LLC,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

MOTOR PRODUCTS CORPORATION  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

[Signature Page to First Amendment to Third Amended and Restated Credit Agreement]

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SPECTRUM CONTROLS, INC.,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

ORMEC SYSTEMS CORP.,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

KINETIC MACHINE DEVELOPMENT, LLC.,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

ALIO INDUSTRIES, LLC,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

THINGAP, LLC,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

AIREX, LLC  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

[Signature Page to First Amendment to Third Amended and Restated Credit Agreement]

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SNC MANUFACTURING CO., INC.,  
as Guarantor

By: /s/ RICHARD S. WARZALA  
Name: Richard S. Warzala  
Title: President

[Signature Page to First Amendment to Third Amended and Restated Credit Agreement]

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**ADMINISTRATIVE AGENT:**

**HSBC BANK USA, NATIONAL ASSOCIATION,  
AS ADMINISTRATIVE AGENT**

By: /s/ ERSHAD SATTAR

Name: Ershad Sattar

Title: Vice President

[Signature Page to First Amendment to Third Amended and Restated Credit Agreement]

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**LENDERS:**

**HSBC BANK USA, NATIONAL ASSOCIATION,  
AS A LENDER, L/C ISSUER**

By: /s/ RICHARD J. BROWN

Name: Richard J. Brown

Title: Senior Vice President

[Signature Page to First Amendment to Third Amended and Restated Credit Agreement]

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**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: /s/ SUJAY MAIYA

Name: Sujay Maiya

Title: Executive Director

[Signature Page to First Amendment to Third Amended and Restated Credit Agreement]

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**CITIZENS BANK, N.A.**

By: /s/ BRENDAN HOWARD

Name: Brendan Howard

Title: Director

[Signature Page to First Amendment to Third Amended and Restated Credit Agreement]

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**TD BANK, N.A.**

By: /s/ MEGAN O'NEILL

Name: Megan O'Neill

Title: Vice President

[Signature Page to First Amendment to Third Amended and Restated Credit Agreement]

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**PNC BANK, NATIONAL ASSOCIATION**

By: /s/ KATHRYN M. HUTTERER

Name: Kathryn M. Hutter

Title: Senior Vice President

[Signature Page to First Amendment to Third Amended and Restated Credit Agreement]

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**M&T BANK**

By: /s/ PATRICK COVERT

Name: Patrick Covert

Title: SVP

[Signature Page to First Amendment to Third Amended and Restated Credit Agreement]

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**SECOND AMENDMENT TO  
THIRD AMENDED AND RESTATED  
CREDIT AGREEMENT**

This Second Amendment dated as of October 22, 2024 to the Third Amended and Restated Credit Agreement (“Amendment”) dated as of March 1, 2024, is made by and among **HSBC BANK USA, NATIONAL ASSOCIATION**, as Administrative Agent (in such capacity, “Agent”), the Lenders (as defined in the Credit Agreement, as defined below), and **ALLIENT INC.** (“Allient Inc.”) and **ALLIED MOTION TECHNOLOGIES B.V.** (“Allied B.V.” and collectively with Allient Inc., the “Borrowers”).

**Statement of the Premises**

The Agent, the Lenders, the Borrowers, and HSBC Bank USA, National Association, Wells Fargo Bank, National Association, TD Bank, N.A. and PNC Capital Markets LLC as joint lead arrangers and Citibank, N.A. as syndication agent, have previously entered into a Third Amended and Restated Credit Agreement dated as of March 1, 2024, as amended pursuant to a First Amendment to Third Amended and Restated Credit Agreement dated as of July 30, 2024 (as amended from time to time, the “Credit Agreement”). All capitalized terms not otherwise defined in this Amendment have the meanings given them in the Credit Agreement after giving effect to this Amendment.

The Agent, the Lenders and the Borrowers have agreed to amend the Credit Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants set forth herein, and of the loans or other extensions of credit heretofore, now or hereafter made by the Lenders to, or for the benefit of, the Borrowers, the parties hereto agree as follows:

**1. Conditions Precedent to this Amendment.** This Amendment shall be effective as of the date first written above once the following conditions precedent are satisfied:

**1.1 Amendment Documentation.** The Agent shall have received an original of this Amendment executed by, among others, the Borrowers and the Lenders.

**1.2 No Default.** As of the date hereof, and after giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.

**1.3 Amendment Fee.** The Borrowers shall have paid to the Agent, for the pro rata benefit of the Lenders, the amendment fee set forth in the fee letter from the Agent to the Borrowers dated of even date herewith.

**1.4 Representations and Warranties.** The representations and warranties contained in the Credit Agreement shall, after giving effect to this Amendment, be true, correct and complete as of the date hereof as though made on such date.

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

2.1 Section 1.01 (entitled “Defined Terms”) is amended to add the following new definition in the appropriate alphabetical order:

“Approved Cash Add-Backs” means (a) with respect to any Permitted Acquisition, documented transaction costs and expenses for legal, investment banking and other third party professional service fees directly related to the Permitted Acquisition and (b) reasonably identifiable and factually-supported business retention, restructuring, integration and realignment costs specifically related to employee severance, employee retention, employee relocation and facilities and physical location consolidation.

“Second Amendment Date” means October 22, 2024.

2.2 Section 1.01 (entitled “Defined Terms”) is further amended so that the following is added at the end of the definition of “Applicable Rate”:

“Notwithstanding the foregoing, the Applicable Rate for period beginning on January 1, 2025 and ending on September 30, 2025 shall be as set forth in Pricing Level VII, above.”

2.3 Section 1.01 (entitled “Defined Terms”) is further amended by deleting the present definition of “Consolidated EBITDA” and replacing it with the following definition:

“Consolidated EBITDA” means, for any Reference Period and without duplication, (a) Consolidated Net Income for such period, plus (b) to the extent deducted in calculating Consolidated Net Income and without duplication (i) income taxes expensed during such period by the Company and its Subsidiaries, (ii) Interest Expenses during such period, (iii) depreciation, amortization and other Non-Cash Charges accrued for such period, (iv) non-cash losses from any Casualty Event, Disposition or discontinued operation during such period, (v) stock compensation expense during such period, and (vi) Approved Cash Add-Backs not to exceed \$4,000,000 during such period, minus (c) to the extent such items were added in calculating Consolidated Net Income (i) Extraordinary Gains during such period, (ii) gains from any Casualty Event, Disposition or discontinued operation during such period, (iii) interest income, royalty payments and other income during such period, (iv) Federal, state, local and foreign income tax credits of the Company and its Subsidiaries for such period, and (v) all non-cash income items for such period; provided that notwithstanding anything to the contrary in this definition, for purposes of computing any pro-forma calculation required by this Agreement, the term “Consolidated EBITDA” shall be computed, on a consistent basis, to reflect purchases and acquisitions, whether a Permitted Acquisition or otherwise, and sales of assets of the Company or a Subsidiary constituting a business line or division, by the Company or a Subsidiary during the Reference Period as if they had occurred at the beginning of such Reference Period, and Borrowers, during the twelve (12) month period following the date of any purchases and acquisitions, may include in the calculation of Consolidated EBITDA the necessary portion of the adjusted historical results attributable to the assets, businesses or entities acquired in acquisitions that were achieved prior to the applicable date of the acquisition for such time period as is necessary for Borrowers to have figures for a full Reference Period from the date of determination with respect to such acquired entities.

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**2.4** Section 7.02 (entitled “Investments”) is amended so that the following is added at the end of subsection (e) thereof: “provided that the Loan Parties may not make any Permitted Acquisitions at any time from the Second Amendment Date to (and including) December 31, 2025”.

**2.5** Section 7.10 (entitled “Financial Covenants”) is amended so that subsection (b)(i) thereof is deleted and replaced with the following:

(i) Subject to subsection (ii) below, permit the Leverage Ratio as of the end of any fiscal quarter to be greater than (A) 4.25 to 1.0 as of the end of the Company’s fiscal quarters ending September 30, 2024 and December 31, 2024, (B) 4.5 to 1.0 as of the end of the Company’s fiscal quarters ending March 31, 2025 and June 30, 2025, (C) 4.0 to 1.0 as of the end of the Company’s fiscal quarter ending September 30, 2025 or (D) 3.75 to 1.0 as of the end of any fiscal quarter thereafter.

### **3. Reaffirmations.**

(a) The Borrowers hereby acknowledge and reaffirm the execution and delivery of the Security Documents to which they are parties and agree that such Security Documents shall continue in full force and effect and continue to secure the Obligations, including all indebtedness of the Borrowers to the Agent, the Lenders and the L/C Issuer arising under or in connection with the Credit Agreement, as amended hereby, and any renewal, extension or modification thereof.

(b) By signing the acknowledgment below, each of the Guarantors hereby acknowledges and reaffirms the execution and delivery of its respective Guaranty (collectively, the “Guaranty”) and each other Loan Document to which it is a party, and agrees that such Loan Documents shall continue in full force and effect and continue to guarantee or secure, as applicable, all Obligations, including all indebtedness of the Borrowers to the Administrative Agent, the Lenders and the L/C Issuer arising under or in connection with the Agreement, as amended hereby, and any renewal, extension or modification thereof, and the documents executed in connection therewith.

### **4. Representations and Warranties**

. Each Borrower makes the following representations and warranties to the Agent and the Lenders which shall be deemed to be continuing representations and warranties so long as any Obligations, including indebtedness of either Borrower to Agent or the Lenders arising under the Credit Agreement or any Loan Documents, remain unpaid:

(a) Authorization. Such Borrower has full power and authority to execute, deliver and perform this Amendment, which has been duly authorized by all proper and necessary action. The execution and delivery of this Amendment by such Borrower will not violate the provisions of, or cause a default under, such Borrower’s Organizational Documents or any agreement to which such Borrower is a party or by which it or its assets are bound.

(b) Binding Effect. This Amendment has been duly executed and delivered by such Borrower and constitutes the legal, valid and binding obligation of such Borrower enforceable in accordance with its terms, except as enforceability may be limited by applicable Debtor Relief Laws.

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(c) Consents; Governmental Approvals. No consent, approval or authorization of, or registration, declaration or filing with, any governmental body or authority or any other party is required in connection with the valid execution, delivery or performance of this Amendment or any other document executed and delivered herewith or in connection with any other transactions contemplated hereby.

(d) No Events of Default. There is, on the date hereof and after giving effect to this Amendment, no event or condition which constitutes an Event of Default under any of the Loan Documents or which, with notice and/or the passage of time, would constitute an Event of Default.

(e) No Material Misstatements. Neither this Amendment nor any document delivered to the Agent or the Lenders by or on behalf of such Borrower to induce the Agent and the Lenders to enter into this Amendment or otherwise in connection with this Amendment contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading in light of the circumstances in which they were made.

(f) Credit Agreement. After giving effect to this Amendment, the representations and warranties of such Borrower set forth in Article 5 of the Credit Agreement are true and correct on and as of the date hereof with the same force and effect as if made on and as of such date.

**5. Reference to and Effect on Loan Documents.**

(a) Upon the effectiveness hereof, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, and each reference in the Loan Documents to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Amendment.

(b) The Credit Agreement, as amended by this Amendment, represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Amendment supersedes all prior negotiations and any course of dealing between the parties with respect to the subject matter hereof. This Amendment shall be binding upon each Borrower and its successors and assigns, and shall inure to the benefit of, and be enforceable by, the Agent, the Lenders and each of their successors and assigns. The Credit Agreement, as amended hereby, is in full force and effect and, as so amended, is hereby ratified and reaffirmed in its entirety. Each Borrower acknowledges and agrees that the Credit Agreement (as amended by this Amendment) and all other Loan Documents to which such Borrower is a party are in full force and effect, that such Borrower’s obligations thereunder and under this Amendment are its legal, valid and binding obligations, enforceable against it in accordance with the terms thereof and hereof, and that such Borrower has no defense, whether legal or equitable, setoff or counterclaim to the payment and performance of such obligations.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Agent or the Lenders under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement.

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**6. Costs and Expenses**

. Borrowers agree to pay on demand all costs and expenses of the Agent and the Lenders in connection with the preparation, execution and delivery of this Amendment, including the fees and out-of-pocket expenses of counsel for the Agent and the Lenders.

**7. Governing Law**

. This Amendment shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts-of-laws rules which would require the application of the laws of any other jurisdiction. Notwithstanding the foregoing, Section 1.10(b) of this Agreement shall be governed and construed in accordance with the laws of Germany without regard to any conflicts-of-laws rules which would require the application of the laws of any other jurisdiction.

**8. Headings**

. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

**9. Release.** To induce the Agent and the Lenders to enter into this Amendment, each of the Domestic Loan Parties waives and releases and forever discharges Agent and each Lender and their respective officers, directors, attorneys, agents and employees (each a "Release Party" and collectively, the "Release Parties") from any defenses, liability, damage, claim, loss or expense of any kind that any of them may have against Agent and each Lender, and agree to cause each Foreign Loan Party not to assert any claim against any Release Party, arising out of or relating to the Loan Documents through the date of this Amendment, except to the extent such defense, liability, damage, claim, loss or expense is the result of the gross negligence or willful misconduct of such Release Party. The Domestic Loan Parties, jointly and severally, further agree to indemnify and hold Agent and each Lender and their respective officers, directors, attorneys, agents and employees harmless from any loss, damage, judgment, liability or expense (including attorneys' fees) suffered by or rendered against Agent or any Lender on account of any claims arising out of or relating to the Loan Documents, except to the extent arising from the gross negligence or willful misconduct of such Release Party. Each Domestic Loan Party further states that it has carefully read the foregoing release and indemnity, knows the contents thereof and grants the same as its own free act and deed.

**10. Execution in Counterparts**

. This Amendment may be executed in any number of counterparts, and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original (including for purposes of Section 1.1 above), but all such counterparts shall together constitute one and the same agreement. This Amendment, to the extent signed and delivered by means of a facsimile machine or e-mail scanned image, shall be treated in all manner and respects (including for purposes of Section 1.1 above) as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or e-mail scanned image to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a

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facsimile machine or by e-mail as a defense to the formation of a contract and each party forever waives such defense.

**11. Electronic Execution of Assignments and Certain Other Documents**

. The words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import used in this Amendment or any other documents executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary neither the Agent, the L/C Issuer nor any Lender is under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Agent, the L/C Issuer or such Lender pursuant to procedures approved by it and provided further, without limiting the foregoing, upon the request of the Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective representatives thereunto duly authorized, as of the date first above written.

**ALLIENT INC.**

By: /s/ JAMES A. MICHAUD

Name: James A. Michaud

Title: Chief Financial Officer

**ALLIED MOTION TECHNOLOGIES B.V.**

By: /s/ H.R. NUGTEREN

Name: H.R. Nugteren

Title: Director

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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Accepted and agreed to this 22nd day  
of October, 2024.

ALLIED MOTION STOCKHOLM AB,  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Specially Authorized Signatory

ALLIED MOTION CONTROL CORPORATION,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

ALLIED MOTION DORDRECHT B.V.,  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Director

EMOTEQ CORPORATION,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

GLOBE MOTORS, INC.,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

ALLIED MOTION PORTUGAL, LDA.,  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Manager

HEIDRIVE GMBH,  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Managing Director

STATURE ELECTRIC, INC.,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

ALLIED MOTION TWINSBURG, LLC,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

TCI, LLC,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

MOTOR PRODUCTS CORPORATION,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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SPECTRUM CONTROLS, INC.,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

ORMEC SYSTEMS CORP.,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

KINETIC MACHINE DEVELOPMENT, LLC,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

ALIO INDUSTRIES, LLC,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

THINGAP, INC.,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

AIREX, LLC,  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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SNC MANUFACTURING CO., INC.,  
as Guarantor

By: /s/ ASHISH BENDRE  
Name: Ashish Bendre  
Title: Vice President

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**ADMINISTRATIVE AGENT:**

**HSBC BANK USA, NATIONAL ASSOCIATION,  
AS ADMINISTRATIVE AGENT**

By: /s/ ERSHAD SATTAR

Name: Ershad Sattar

Title: Vice President

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**LENDERS:**

**HSBC BANK USA, NATIONAL ASSOCIATION,  
AS A LENDER, L/C ISSUER**

By: /s/ RICHARD J. BROWN

Name: Richard J. Brown

Title: Senior Vice President

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: /s/ MICHAEL J. PRENDERGAST  
Name: Michael J. Prendergast  
Title: Executive Director

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**CITIZENS BANK, N.A.**

By: /s/ BRENDAN HOWARD

Name: Brendan Howard

Title: Director

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**TD BANK, N.A.**

By: /s/ MEGAN O'NEILL

Name: Megan O'Neill

Title: Vice President

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**PNC BANK, NATIONAL ASSOCIATION**

By: /s/ KATHRYN M. HUTTERER

Name: Kathryn M. Hutterer

Title: Senior Vice President

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**M&T BANK**

By: /s/ PATRICK COVERT

Name: Patrick Covert

Title: SVP

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**FIRST AMENDMENT TO  
NOTE PURCHASE AND PRIVATE SHELF AGREEMENT**

THIS FIRST AMENDMENT TO NOTE PURCHASE AND PRIVATE SHELF AGREEMENT (this “**Agreement**”), dated as of July 30, 2024, is made by and among Allient Inc., a Colorado corporation (the “**Company**”), and each of the holders of the Notes (as defined below) (the “**Noteholders**”) signatory hereto, and is acknowledged by each of the Guarantors. Except as provided below, capitalized terms used in this Agreement and not defined herein have the respective meanings set forth in the Note Purchase Agreement described below.

R E C I T A L S:

WHEREAS, the Company, PGIM, Inc. and the Noteholders are parties to that certain Note Purchase and Private Shelf Agreement dated March 1, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”) pursuant to which the Company issued to the Noteholders the Company’s Series A Senior Notes due March 21, 2031 in the aggregate principal amount of \$50,000,000 (as amended, restated, supplemented or otherwise modified from time to time and including any notes issued in substitution therefor pursuant to the Note Purchase Agreement, the “**Notes**”); and

WHEREAS, the Company has requested that the Noteholders agree to amend the Note Purchase Agreement as set forth herein, and the undersigned Noteholders have agreed to such amendments on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. AMENDMENTS.**

Effective as of the Effective Date, the Note Purchase Agreement is hereby amended in the manner specified in Annex A attached hereto (collectively, the “**Amendments**”).

**2. REPRESENTATIONS AND WARRANTIES.**

To induce the Noteholders to execute this Agreement, the Company hereby represents and warrants to the Noteholders as of the date hereof and as of the Effective Date as follows:

**2.1. Existing Representations and Warranties.**

The representations and warranties of the Company set forth in the Note Purchase Agreement and other Finance Documents are true and correct as of the date hereof and as of the Effective Date (except those that relate to a specific date, in which case they are true and correct as of such specific date) and the provisions of the Note Purchase Agreement and the other Finance Documents are in full force and effect.

**2.2. Corporate Power.**

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The Company has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to execute and deliver this Agreement and perform its obligations under this Agreement and the Note Purchase Agreement as amended hereby.

**2.3. Authorization; No Contravention.**

The execution and delivery by the Company of this Agreement and the performance by the Company of this Agreement and the Note Purchase Agreement as amended hereby has been duly authorized by all necessary corporate or other organizational action, and does not and will not (a) contravene the terms of any of the Company's Organizational Documents, (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any Contractual Obligation to which the Company is a party or affecting the Company or the properties of the Company or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Company or its property is subject or (c) violate any Law.

**2.4. Governmental Authorizations; Other Consents.**

No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution and delivery by the Company of this Agreement or the performance by, or enforcement against, the Company of this Agreement or the Note Purchase Agreement as amended hereby.

**2.5. Disclosure.**

The documents, certificates and other writings delivered to the Noteholders by or on behalf of the Company and its Subsidiaries in connection with this Agreement do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made.

**2.6. Binding Effect.**

This Agreement has been duly executed and delivered by the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable Debtor Relief Laws and laws affecting creditors' rights generally.

**2.7. No Defaults or Events of Default.**

Before and after giving effect to this Agreement, no Default or Event of Default exists.

**2.8. No Amendment Fees.**

Neither the Company nor any of its Affiliates has paid or is paying any fee, or has given or is giving any other consideration, to any other lender, agent or any other Person for the execution and delivery of any amendment, waiver, consent or other modification of any other agreement creating or evidencing indebtedness for borrowed money (including, without limitation, the Bank

Credit Agreement) that is similar to this Agreement or otherwise addresses the matters relating to the Amendments.

### 3. EFFECTIVENESS.

The Amendments shall become effective as of the date of this Agreement (the “**Effective Date**”), provided that each of the following conditions shall have been fulfilled to the Noteholders’ satisfaction (or shall have been waived by the Noteholders) as of such date:

(a) Agreement. The Company and the Required Holders shall have executed and delivered a counterpart of this Agreement.

(b) Representations and Warranties. The representations and warranties of the Company in this Agreement shall be correct as of the date hereof and as of the Effective Date.

(c) Intercreditor Agreement. The Noteholders shall have received, in form and substance satisfactory to them, a fully executed copy of an Amended and Restated Intercreditor and Collateral Agency Agreement amending and restating the Intercreditor Agreement, which agreement shall have been duly executed by each party thereto and shall be in full force and effect.

(d) Bank Loan Documents. The Noteholders shall have received each of the following, in each case in form and substance satisfactory to them, duly executed by each party thereto and in full force and effect:

(i) A fully executed copy of a First Amendment to the Bank Credit Agreement.

(ii) A fully executed copy of an amendment to the Post-Closing Agreement, dated as of March 1, 2024, among the Company, Allied B.V. and the Bank Agent.

(iii) A fully executed copy of an Amended and Restated Unlimited Guaranty and Indemnity Agreement made by Heidrive in favor of the Bank Agent.

(e) Collateral Documents. The Noteholders shall have received each of the following, in each case in form and substance satisfactory to them, duly executed by each party thereto and in full force and effect:

(i) A fully executed copy of a letter of termination executed by the Collateral Agent and acknowledged by the Company, governed by the laws of The Netherlands, with respect to that certain Deed of Pledge of Shares entered into on March 21, 2024 by and among the Company, the Collateral Agent and Allied B.V.

(ii) A fully executed copy of a Deed of Pledge of Shares entered into by and among the Company, the Collateral Agent and Allied B.V., governed by the laws of The Netherlands.

(ii) A fully executed copy of a Deed of Pledge of Shares by and among Allied B.V., the Collateral Agent and Dordrecht, governed by the laws of The Netherlands.



(iv) A fully executed copy of an Omnibus Deed of Pledge by and among Allied B.V., Dordrecht and the Collateral Agent, governed by the laws of The Netherlands.

(v) A fully executed copy of a Pledge Agreement regarding certain bank accounts between Allied AB and the Collateral Agent, governed by the laws of Sweden.

(vi) A fully executed copy of a Corporate Mortgage Pledge Agreement between Allied AB and the Collateral Agent, governed by the laws of Sweden.

(vii) A fully executed copy of a Receivables Pledge Agreement between Allied AB and the Collateral Agent, governed by the laws of Sweden.

(viii) A fully executed copy of a Pledge Agreement regarding the shares in Allied Motion Stockholm Aktiebolag between Allied B.V. and the Collateral Agent, governed by the laws of Sweden.

(ix) A fully executed copy of an Account Pledge Agreement between Heidrive and the Collateral Agent, governed by the laws of Germany.

(x) A fully executed copy of a Global Assignment Agreement between Heidrive and the Collateral Agent, governed by the laws of Germany.

(xi) A fully executed copy of a Security Transfer Agreement of Intellectual Property Rights between Heidrive and the Collateral Agent, governed by the laws of Germany.

(xii) A fully executed copy of a Security Transfer Agreement between Heidrive and the Collateral Agent, governed by the laws of Germany.

(f) Opinions of Counsel.

(i) The Noteholders shall have received, in form and substance satisfactory to them, legal opinions from each of the following: (A) Otten, Johnson, Robinson, Neff, and Ragonetti, PC, Colorado special counsel for the Obligors, (B) Rassers Advocaten, Netherlands special counsel for the Obligors, (C) Clifford Chance LLP, Netherlands special counsel for the Collateral Agent, (D) Vinge, Swedish special counsel for the Collateral Agent, and (E) Peters, Schönberger & Partner (“**PS&P**”), German special counsel for the Obligors (the “**German Law Opinion**”).

(ii) Notwithstanding the foregoing, the liability of PS&P in connection with the German Law Opinion shall be limited to an overall amount of EUR 10,000,000 in the aggregate, and the Noteholders and PGIM, Inc. shall not, either solely or jointly, together with the Bank Agent and the Bank Lenders or their respective successors, be entitled to claim that PS&P is liable with respect to the German Law Opinion for more than the aforesaid amount. This Section 3(f)(ii) is for the direct benefit of PS&P in accordance with section 328 of the German Civil Code (BGB) and shall neither be amended nor cancelled without the prior written consent of PS&P.

(g) Officer's Certificates; Corporate Authority Documents. The Noteholders shall have received, in form and substance satisfactory to them, with respect to each of the Company, Allied B.V., Dordrecht, Heidrive and Allied AB, a certificate of its Secretary, an Assistant Secretary, a Director or an appropriate person certifying as to such Person's Organizational Documents, authorizing resolutions relating to the authorization of the Collateral Documents and other documents to be entered into pursuant to the Note Purchase Agreement or this Agreement or in connection herewith, the names, offices and specimen signatures of the officers of such Person executing documents, and such other items as the Noteholders may reasonably request.

(h) Dutch Works Council Advice. The Noteholders shall have received with respect to each Dutch Obligor to the extent applicable, a copy of (i) the request for advice from each works council, or central or European works council, with jurisdiction over the transactions contemplated by this Agreement and the Collateral Documents to be entered into pursuant hereto and/or the Note Purchase Agreement and (ii) the unconditional positive advice from such works council.

#### **4. MISCELLANEOUS.**

##### **4.1. Part of Note Purchase Agreement; Future References, etc.**

This Agreement shall be construed in connection with and as a part of the Note Purchase Agreement and, except as expressly amended by this Agreement, all terms, conditions and covenants contained in the Note Purchase Agreement are hereby ratified and shall be and remain in full force and effect. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Agreement may refer to the Note Purchase Agreement without making specific reference to this Agreement, but nevertheless all such references shall include this Agreement unless the context otherwise requires.

##### **4.2. Effect of Agreement; Reaffirmation.**

(a) The Note Purchase Agreement, as amended by this Agreement, represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior negotiations and any course of dealing between the parties with respect to the subject matter hereof. This Agreement shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of, and be enforceable by, the Noteholders and each of their successors and assigns. The Note Purchase Agreement, as amended hereby, is in full force and effect and, as so amended, is hereby ratified and reaffirmed in its entirety. The Company acknowledges and agrees that the Note Purchase Agreement (as amended by this Agreement) and all other Finance Documents to which the Company is a party are in full force and effect, that the Company's obligations thereunder and under this Agreement are its legal, valid and binding obligations, enforceable against it in accordance with the terms thereof and hereof, and that the Company has no defense, whether legal or equitable, setoff or counterclaim to the payment and performance of such obligations. The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of any Noteholder under

the Note Purchase Agreement or any other Finance Document, or constitute a waiver of any provision of the Note Purchase Agreement or any other Finance Document.

(b) The Company hereby acknowledges and reaffirms the execution and delivery of the Collateral Documents to which it is a party and agrees that such Collateral Documents shall continue in full force and effect and continue to secure the Note Obligations, including all indebtedness of the Company to the Noteholders arising under or in connection with the Note Purchase Agreement, as amended hereby, and the Notes, and any renewal, extension or modification thereof.

(c) By signing the acknowledgment below, each Guarantor hereby acknowledges and reaffirms the execution and delivery of its respective Guaranty Agreement and each Collateral Document and each other Finance Document to which it is a party, and agrees that such Finance Documents shall continue in full force and effect and continue to guarantee or secure, as applicable, all Note Obligations, including all indebtedness of the Company to the Noteholders arising under or in connection with the Note Purchase Agreement, as amended hereby, and the Notes, and any renewal, extension or modification thereof, and the documents executed in connection therewith.

#### **4.3. Counterparts, Facsimiles.**

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signature to this Agreement may be delivered by facsimile, electronic mail (including “.pdf”, “.tif” or similar format) or other electronic transmission and shall be effective to the same extent as delivery of a manually executed original counterpart hereof. The parties hereto agree to electronic contracting and electronic signatures with respect to this Agreement. The words “execution”, “signed”, “signature” and words of like import in this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “**Electronic Signature**” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

#### **4.4. Costs and Expenses.**

The Company agrees to pay on demand all costs and expenses (including attorneys’ fees) of the Noteholders incurred in the preparation, negotiation, execution and delivery of this Agreement and the matters contemplated hereby.

#### **4.5. Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

**4.6. Amendment and Waiver.**

This Agreement may be amended, and the observance of any term hereof may be waived, only with the written consent of each of the parties hereto.

**4.7. Severability.**

The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

**4.8. Entire Agreement.**

This Agreement embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof.

**4.9. Designation as Finance Document.**

The parties hereto agree that this Agreement constitutes a Finance Document.

**4.10. Governing Law; Jurisdiction and Process; Waiver of Jury Trial.**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such state that would permit the application of the laws of a jurisdiction other than such state. The terms of Section 22.7 of the Note Purchase Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto expressly, unconditionally and irrevocably agree to such terms.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective proper and duly authorized officers as of the date first above written.

**COMPANY:**

**ALLIENT INC.**

By: /s/ JAMES A. MICHAUD

Name: James A. Michaud

Title: Chief Financial Officer

(Signature Page to First Amendment to Note Purchase and Private Shelf Agreement)

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This Agreement is  
accepted and agreed to as  
of the date hereof.

**NOTEHOLDERS:**

**THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA**

By: PGIM, Inc., as investment manager

By: /s/ ASHLEY DEXTER  
Vice President

**PRUDENTIAL LEGACY INSURANCE  
COMPANY OF NEW JERSEY**

By: PGIM, Inc., as investment manager

By: /s/ ASHLEY DEXTER  
Vice President

**PRUCO LIFE INSURANCE COMPANY  
OF NEW JERSEY**

By: PGIM, Inc., as investment manager

By: /s/ ASHLEY DEXTER  
Vice President

**LOTUS REINSURANCE COMPANY LTD.**

By: PGIM, Inc., as investment manager

By: /s/ ASHLEY DEXTER  
Vice President

(Signature Page to First Amendment to Note Purchase and Private Shelf Agreement)

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This Agreement is acknowledged,  
accepted and agreed to as of the date  
hereof.

**GUARANTORS:**

**AIREX, LLC,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**ALIO INDUSTRIES, LLC,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**ALLIED MOTION STOCKHOLM AKTIEBOLAG,**  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Specially Authorized Signatory

**ALLIED MOTION TECHNOLOGIES B.V.,**  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Director

(Signature Page to First Amendment to Note Purchase and Private Shelf Agreement)

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**ALLIED MOTION CONTROL CORPORATION,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**ALLIED MOTION DORDRECHT B.V.,**  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Director

**EMOTEQ CORPORATION,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**GLOBE MOTORS, INC.,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**ALLIED MOTION PORTUGAL, LDA.,**  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Manager

(Signature Page to First Amendment to Note Purchase and Private Shelf Agreement)

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**HEIDRIVE GMBH,**  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Managing Director

**KINETIC MACHINE DEVELOPMENT, LLC,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**MOTOR PRODUCTS CORPORATION,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**ORMEC SYSTEMS CORP.,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**SNC MANUFACTURING CO., INC.,**  
as Guarantor

By: /s/ RICHARD S. WARZALA  
Name: Richard S. Warzala  
Title: President

(Signature Page to First Amendment to Note Purchase and Private Shelf Agreement)

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**SPECTRUM CONTROLS, INC.,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**STATURE ELECTRIC, INC.,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**TCI, LLC,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**THINGAP, INC.,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**ALLIED MOTION TWINSBURG, LLC,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

(Signature Page to First Amendment to Note Purchase and Private Shelf Agreement)

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## Annex A

### Amendments

1. Section 5.25 (Perfection of Security Interest). Section 5.25 of the Note Purchase Agreement is amended by replacing the phrase “Except for the execution of Account Control Agreements with respect to Excluded Accounts or which are specified in Section 9.15” with the phrase “Except for the execution of Account Control Agreements with respect to Excluded Accounts or which are specified in Section 9.15 (and in each case subject to the terms of the applicable Collateral Documents)”.
2. Section 9.7 (Collateral Security). Section 9.7 of the Note Purchase Agreement is amended as follows:
  - a. Clauses (i) and (ii) thereof are amended and restated in their entirety to read as follows:

“(i) all personal property of each Obligor, *provided* that (A) Allied AB shall not be required to pledge its personal property if such pledge would give rise to Swedish stamp tax of 1% or more of the face value of such pledge and shall not be required to pledge assets other than bank accounts, receivables in relation to customers (Sw. kundfordringar) and existing corporate mortgage certificates or replacements thereof (Sw. befintliga företagsinteckningsbrev) and (B) Globe Lda. shall not be required to pledge its personal property until the occurrence of an Event of Default, (ii) all Equity Interests of all Subsidiaries of each Obligor, *provided* that (A) no Obligor shall be required to pledge its Equity Interests in a Non-Material Subsidiary, (B) Allied B.V. shall not be required to pledge its Equity Interests in Heidrive pursuant to a share pledge agreement governed by German law if the notary fees for the notarization of such pledge agreement by a German public notary would exceed EUR 35,000, and (C) the Obligors shall not be required to pledge their Equity Interests in Globe Lda. until the occurrence of an Event of Default, and”
  - b. The following sentence is added at the end thereof:

“Without limiting the foregoing, immediately upon the occurrence of an Event of Default, the Obligors shall cause the Note Obligations to be secured by, and shall execute and deliver to the Collateral Agent for the benefit of the Creditors, a Portuguese law governed pledge agreement over (x) all of the business assets and equipment of Globe Lda. and (y) all shares in Globe Lda., and shall pay all applicable stamp tax and duty payable in connection therewith.”
3. Section 9.8 (Additional Guarantors and Pledgors). Clause (d) of Section 9.8 of the Note Purchase Agreement is amended and restated in its entirety to read as follows:

“(d) execute and deliver to the parties to the Intercreditor Agreement a joinder agreement to the Intercreditor Agreement in the applicable form attached to the Intercreditor Agreement.”

4. Section 9.9 (Addition of Non-Material Subsidiaries as Guarantors). Clause (d) of Section 9.8 of the Note Purchase Agreement is amended by replacing the phrase “an Acknowledgment of and Consent and Agreement to Intercreditor and Collateral Agency Agreement in the form attached to the Intercreditor Agreement” with the phrase “a joinder agreement to the Intercreditor Agreement in the applicable form attached to the Intercreditor Agreement.”
5. Section 9.15 (Post-Closing Obligations). Section 9.15 of the Note Purchase Agreement is amended as follows:
  - a. Clause (d) thereof is amended and restated in its entirety to read as follows:

“(d) Within 120 days after the date hereof (or such earlier date as such items are required to be delivered under the Bank Loan Documents), a fully executed landlord waiver with respect to each of the following locations:

    - (i) 495 Commerce Drive, Amherst, Erie County, NY;
    - (ii) 1705 132nd Ave. NE, Bellevue, King County, WA; and
    - (iii) W132N10611 Grant Drive, Germantown, Washington County, WI.”
  - b. Clause (j) thereof is amended and restated in its entirety to read as follows:

“(j) Subject to Section 9.16, within 90 days after the date hereof (or such earlier date as such items are required to be delivered under the Bank Loan Documents), the Collateral Documents and supporting documentation required by Section 9.7 with respect to the personal property of (except to the extent not required by clause (i) of Section 9.7) and the Equity Interests in Allied AB.”
  - c. Clause (l) thereof is amended by replacing the phrase “the personal property of and Equity Interests in Heidrive” with “the personal property of and Equity Interests in (except to the extent not required by clause (ii) of Section 9.7) Heidrive”.
  - d. Clause (m) thereof is amended by replacing the phrase “the personal property of and Equity Interests in Globe Lda.” with “the personal property of and Equity Interests in Globe Lda. (except to the extent not required by clauses (i) and (ii) of Section 9.7 or the last sentence of Section 9.7)”.
6. Section 9.16 (Swedish Share Certificates; Swedish Corporate Mortgage Certificates). Section 9 of the Note Purchase Agreement is amended by adding a new Section 9.16 in its proper numerical order to read as follows:

**“Section 9.16. Swedish Share Certificate; Swedish Mortgage Certificates.**

(a) Without limiting clause 3 of the Allied AB Share Pledge Agreement, the Company will cause Allied B.V. to (i) no later than July 30, 2024, initiate with the Swedish Companies Registration Office (Sw. Bolagsverket) (the “**SCRO**”) a procedure for cancellation of the share certificate(s) representing shares no. 1 – 70.000 in Allied AB (the “**Lost Share Certificate(s)**”) in accordance with the Swedish Act (2011:900) on Cancellation of Lost Documents (Sw. lag (2011:900) om dödande av förekommen handling) (the “**Lost Share Certificate Cancellation Procedure**”), (ii) promptly (and in any event within three Business Days) following the completion of the Lost Share Certificate Cancellation Procedure, (A) procure that Allied AB issues a new share certificate replacing the Lost Share Certificate(s) (the “**Replacement Share Certificate**”) containing information that it replaces the Lost Share Certificate(s), (B) deliver the Replacement Share Certificate to the Collateral Agent duly endorsed in blank and (C) procure that Allied AB registers in its share register that the Lost Share Certificate(s) has been cancelled and that the Replacement Share Certificate has been issued and deliver to the Collateral Agent a certified copy of such register.

(b) Without limiting clauses 3 and 6 of the Allied AB Corporate Mortgage Pledge Agreement, the Company will cause Allied AB to (i) no later than July 30, 2024, initiate with the SCRO a procedure for cancellation of the corporate mortgage certificates issued in paper form (Sw. skriftligt företagsinteckningsbrev) described in Appendix 1 to the Allied AB Corporate Mortgage Pledge Agreement (the “**Lost Mortgage Certificates**”) in accordance with the Swedish Act (2011:900) on Cancellation of Lost Documents (Sw. lag (2011:900) om dödande av förekommen handling) (the “**Lost Mortgage Certificate Cancellation Procedure**”), (ii) as soon as possible (and in any event within three Business Days) following the completion of the Lost Mortgage Certificate Cancellation Procedure, deliver to the SCRO a duly executed application for the registration of corporate mortgage certificates in the same value as the Lost Mortgage Certificates (as set out in Appendix 1 to the Allied AB Corporate Mortgage Pledge Agreement) (the “**New Mortgage Certificates**”) and the issuance of the New Mortgage Certificates to the Collateral Agent (the “**New Mortgage Certificate Application Procedure**”) and (iii) promptly (and in any event within three Business Days) following the completion of the New Mortgage Certificate Application Procedure, procure that the issued New Mortgage Certificates are sent directly to the Collateral Agent in their original form.”

7. Section 10.1 (Liens). Section 10.1 of the Note Purchase Agreement is amended by amending and restating the last paragraph thereof to read as follows:

“Without limiting the foregoing, the Company will not, and will not permit any of its Subsidiaries to, grant or permit to exist (1) any Lien on any property securing Indebtedness or other obligations under any Bank Loan Document other than security interests granted to the Collateral Agent for the benefit of the Creditors, (2)

any Lien on any patents, trademarks, copyrights or other intellectual property of any Obligor that secures Indebtedness other than security interests granted to the Collateral Agent for the benefit of the Creditors, (3) any Lien on any personal property of Allied AB that secures Indebtedness other than security interests granted to the Collateral Agent for the benefit of the Creditors, (4) any Lien in favor of the U.S. Small Business Administration (other than, solely prior to the date by which such Liens are required to be terminated and released in accordance with Section 9.15(a), the Uniform Commercial Code financing statements filed against Airex and Alio with file numbers 2005290002084 and 20202049063, respectively, provided that the Company and its Subsidiaries have no outstanding Indebtedness owing to the U.S. Small Business Administration), (5) any Lien on any Equity Interests in Heidrive other than security interests granted to the Collateral Agent for the benefit of the Creditors or (6) any Lien on any of the assets of, or any Equity Interests in, Globe Lda. other than security interests granted to the Collateral Agent for the benefit of the Creditors.”

8. Section 10.19 (Ohio Leased Locations). Section 10 of the Note Purchase Agreement is amended by adding a new Section 10.19 in its proper numerical order to read as follows:

**“Section 10.19. Ohio Leased Locations.** The Company will not, and will not permit any of its Subsidiaries to, permit the value of the assets of the Company and its Subsidiaries located at 1944 Troy Street, Dayton, Ohio and 1960 Troy Street, Dayton, Ohio at any time to exceed \$1,000,000 for either location individually or \$2,000,000 in the aggregate for both locations taken together.”

9. Section 22.11 (Swedish Terms). Section 22 of the Note Purchase Agreement is amended by adding a new Section 22.11 in its proper numerical order to read as follows:

**“Section 22.11. Swedish Terms.**

(a) In this Agreement, where it relates to an entity incorporated or organized under the laws of Sweden, a reference to:

(i) its “organizational documents” include its articles of association and the certificate of registration issued by the Swedish Companies Registration Office (Sw. Bolagsverket), as in force from time to time;

(ii) a “composition”, “compromise”, “assignment” or “arrangement” with any class of creditors includes (A) any write-down of debt (Sw. skuldnedskrivning) following from any procedure of “företagsrekonstruktion” under the Swedish Act on Company Restructuring (Sw. Lag om företagsrekonstruktion (2022:964)), or (B) any write-down of debt in bankruptcy (Sw. ackord i konkurs) under the Swedish Insolvency Act (Sw. Konkurslag (1987:672));

(iii) “compulsory manager”, “administrative receiver”, “administrator” or “liquidator” includes (A) “rekonstruktör” under the

Swedish Act on Company restructuring, (B) “konkursförvaltare” under the Swedish Insolvency Act, or (C) “likvidator” under the Swedish Companies Act (Sw. aktiebolagslag (2005:551));

(iv) “gross negligence” means “grov vårdslöshet” under Swedish law;

(v) a “guarantee” includes any “garanti” under Swedish law which is independent from the debt to which it relates and any “borgen” under Swedish law which is accessory to or dependent on the debt to which it relates;

(vi) “merger” includes any “fusion” implemented in accordance with Chapter 23 of the Swedish Companies Act;

(vii) a “reorganisation” or “demerger” includes any contribution of part of its business in consideration of shares (apport) and any demerger (delning) implemented in accordance with Chapter 24 of the Swedish Companies Act;

(viii) a “winding up”, “liquidation”, “administration” or “dissolution” includes a “frivillig likvidation” or a “tvångslikvidation” under Chapter 25 of the Swedish Companies Act; and

(ix) an “insolvency event” includes that such member of the Group is the subject of a “konkurs” under the Swedish Bankruptcy Act, a “företagsrekonstruktion” under the Swedish Reorganisation Act or a “tvångslikvidation” under Chapter 25, Section 10 of the Swedish Companies Act.

(b) Each transfer of Notes by a holder shall include a proportionate part of the security interests granted under the relevant Collateral Document governed by Swedish law, together with a proportionate interest in the relevant Collateral Document governed by Swedish law.

(c) Any security granted under a Collateral Document governed by Swedish law will be granted to the Creditors represented by the Collateral Agent.

(d) Notwithstanding any other provisions in this Agreement or in any other Finance Document except for paragraph (e) below, the release of any perfected security interest under the Collateral Documents governed by Swedish law (or any security interest under the Collateral Documents purported or required to be perfected in accordance with Swedish law in accordance with the relevant Collateral Documents) (a “**Swedish Perfected Security Interest**”) shall always be subject to the prior written consent of the Collateral Agent as directed by the Required Creditors (as defined in the Intercreditor Agreement).

(e) Notwithstanding paragraph (d) above, if a disposal of assets subject to a Swedish Perfected Security Interest is made to a third party on arm's length terms at market value then the release of such Swedish Perfected Security Interest shall not require the consent of the Collateral Agent, provided that such disposal is not prohibited under the Finance Documents, the disposal is for cash and all proceeds are paid directly by that third party to the Collateral Agent and all net proceeds of such disposal are immediately applied towards either prepayment of the Obligations (as defined in the Intercreditor Agreement) in accordance with the terms thereof or are deposited in a pledged account as Collateral (as defined in the Intercreditor Agreement). This paragraph (e) and the paragraph (d) above shall supersede any conflicting provision in this Agreement or the other Finance Documents.

(f) Any merger in respect of an entity which will be absorbed and the shares of which are becoming subject to a security interest under the Collateral Documents governed by Swedish law, other than a merger where the shares in the surviving entity are subject to a security interest under the Collateral Documents governed by Swedish law, shall always be subject to the prior written consent of the Collateral Agent.”

10. Schedule A (Defined Terms). Schedule A of the Note Purchase Agreement is amended as follows:

- a. Definition of “Allied B.V. Share Pledge Deed”. The definition of “Allied B.V. Share Pledge Deed” is amended and restated in its entirety to read as follows:

“**Allied B.V. Share Pledge Deed**” means that certain Deed of Pledge of Shares entered into on July 30, 2024 by and among the Company, the Collateral Agent and Allied B.V.”

- b. Definition of “Collateral Documents”. The definition of “Collateral Documents” is amended and restated in its entirety to read as follows:

“**Collateral Documents**” means, collectively, the Original Security Agreements, each Account Control Agreement, the Allied B.V. Share Pledge Deed, the Allied AB Bank Account Pledge Agreement, the Allied AB Corporate Mortgage Pledge Agreement, the Allied AB Receivables Pledge Agreement, the Allied AB Share Pledge Agreement, the Allied B.V.-Dordrecht Omnibus Deed of Pledge, the Dordrecht Share Pledge Deed, the Heidrive Account Pledge Agreement, the Heidrive Global Assignment Agreement, the Heidrive IP Pledge Agreement, the Heidrive Security Transfer Agreement, and all other collateral assignments, agreements, instruments or documents creating or purporting to create a Lien securing the Note Obligations.”

- c. Definition of “Intercreditor Agreement”. The definition of “Intercreditor Agreement” is amended and restated in its entirety to read as follows:



“**Intercreditor Agreement**” means that certain Intercreditor and Collateral Agency Agreement, dated as of March 1, 2024, by and among the Bank Agent, the Series A Purchasers, each other holder of a Note that becomes a party thereto, each other Creditor that becomes a party thereto and the Collateral Agent, as amended and restated by that certain Amended and Restated Intercreditor and Collateral Agency Agreement, dated as of July 30, 2024, by and among the Bank Agent, the Bank Lenders party thereto as “Initial Banks”, each other Bank Lender that becomes a party thereto, the Series A Purchasers, each other holder of a Note that becomes a party thereto, each other Creditor that becomes a party thereto, the Collateral Agent and, solely for the purposes set forth in Sections 2(n) and 26 thereof, each of the Obligors.”

- d. Definition of “Original Security Agreements”. Clause (e) of the definition of “Original Security Agreements” is amended and restated in its entirety to read as follows:

“(e) that certain Deed of Pledge of Shares entered into on March 21, 2024 by and among the Company, the Collateral Agent and Allied B.V.”

- e. New Definitions. The following new definitions are added to Schedule A of the Note Purchase Agreement in their proper alphabetical order to read as follows:

“**Allied AB Bank Account Pledge Agreement**” means that certain Pledge Agreement regarding certain bank accounts, dated July 30, 2024, between Allied AB and the Collateral Agent.”

“**Allied AB Corporate Mortgage Pledge Agreement**” means that certain Corporate Mortgage Pledge Agreement, dated July 30, 2024, between Allied AB and the Collateral Agent.”

“**Allied AB Receivables Pledge Agreement**” means that certain Receivables Pledge Agreement, dated July 30, 2024, between Allied AB and the Collateral Agent.”

“**Allied AB Share Pledge Agreement**” means that certain Pledge Agreement regarding the shares in Allied Motion Stockholm Aktiebolag, dated July 30, 2024, between Allied B.V. and the Collateral Agent.”

“**Allied B.V.-Dordrecht Omnibus Deed of Pledge**” means that certain Omnibus Deed of Pledge entered into on July 30, 2024 by and among Allied B.V., Dordrecht and the Collateral Agent.”

“**Dordrecht Share Pledge Deed**” means that certain Deed of Pledge of Shares entered into on July 30, 2024 by and among Allied B.V., the Collateral Agent and Dordrecht.”

“**Heidrive Account Pledge Agreement**” means that certain Account Pledge Agreement, dated July 30, 2024, between Heidrive and the Collateral Agent.”

“**Heidrive Global Assignment Agreement**” means that certain Global Assignment Agreement, dated July 30, 2024, between Heidrive and the Collateral Agent.”

“**Heidrive IP Pledge Agreement**” means that certain Security Transfer Agreement of Intellectual Property Rights, dated July 30, 2024, between Heidrive and the Collateral Agent.”

“**Heidrive Security Transfer Agreement**” means that certain Security Transfer Agreement, dated July 30, 2024, between Heidrive and the Collateral Agent.”

Annex A - 8

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**SECOND AMENDMENT TO  
NOTE PURCHASE AND PRIVATE SHELF AGREEMENT**

THIS SECOND AMENDMENT TO NOTE PURCHASE AND PRIVATE SHELF AGREEMENT (this “**Agreement**”), dated as of October 22, 2024, is made by and among Allient Inc., a Colorado corporation (the “**Company**”), and each of the holders of the Notes (as defined below) (the “**Noteholders**”) signatory hereto, and is acknowledged by each of the Guarantors. Except as provided below, capitalized terms used in this Agreement and not defined herein have the respective meanings set forth in the Note Purchase Agreement described below.

**R E C I T A L S:**

WHEREAS, the Company, PGIM, Inc. and the Noteholders are parties to that certain Note Purchase and Private Shelf Agreement dated March 1, 2024, as amended by that certain First Amendment to Note Purchase and Private Shelf Agreement dated as of July 30, 2024 (as so amended, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”) pursuant to which the Company issued to the Noteholders the Company’s Series A Senior Notes due March 21, 2031 in the aggregate principal amount of \$50,000,000 (as amended, restated, supplemented or otherwise modified from time to time and including any notes issued in substitution therefor pursuant to the Note Purchase Agreement, the “**Notes**”); and

WHEREAS, the Company has requested that the Noteholders agree to amend the Note Purchase Agreement as set forth herein, and the undersigned Noteholders have agreed to such amendments on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. AMENDMENTS.**

Effective as of the Effective Date, the Note Purchase Agreement is hereby amended in the manner specified in Annex A attached hereto (collectively, the “**Amendments**”).

**2. REPRESENTATIONS AND WARRANTIES.**

To induce the Noteholders to execute this Agreement, the Company hereby represents and warrants to the Noteholders as of the date hereof and as of the Effective Date as follows:

**2.1. Existing Representations and Warranties.**

The representations and warranties of the Company set forth in the Note Purchase Agreement and other Finance Documents are true and correct as of the date hereof and as of the Effective Date (except those that relate to a specific date, in which case they are true and correct as of such specific date) and the provisions of the Note Purchase Agreement and the other Finance Documents are in full force and effect.

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## **2.2. Corporate Power.**

The Company has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to execute and deliver this Agreement and perform its obligations under this Agreement and the Note Purchase Agreement as amended hereby.

## **2.3. Authorization; No Contravention.**

The execution and delivery by the Company of this Agreement and the performance by the Company of this Agreement and the Note Purchase Agreement as amended hereby have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of the Company's Organizational Documents, (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any Contractual Obligation to which the Company is a party or affecting the Company or the properties of the Company or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Company or its property is subject or (c) violate any Law.

## **2.4. Governmental Authorizations; Other Consents.**

No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution and delivery by the Company of this Agreement or the performance by, or enforcement against, the Company of this Agreement or the Note Purchase Agreement as amended hereby.

## **2.5. Disclosure.**

The documents, certificates and other writings delivered to the Noteholders by or on behalf of the Company and its Subsidiaries in connection with this Agreement do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made.

## **2.6. Binding Effect.**

This Agreement has been duly executed and delivered by the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable Debtor Relief Laws and laws affecting creditors' rights generally.

## **2.7. No Defaults or Events of Default.**

Before and after giving effect to this Agreement, no Default or Event of Default exists.

## **2.8. Amendment Fees.**

Neither the Company nor any of its Affiliates has paid or is paying any fee, or has given or is giving any other consideration, to any other lender, agent or any other Person for the execution

and delivery of any amendment, waiver, consent or other modification of any other agreement creating or evidencing indebtedness for borrowed money (including, without limitation, the Bank Credit Agreement) that is similar to this Agreement or otherwise addresses the matters relating to the Amendments, except for the amendment fee payable to the Bank Agent (for the pro rata benefit of the Bank Lenders) in connection with the Bank Amendment (as defined below) in an aggregate amount not exceeding 0.075% of the aggregate commitments of the Bank Lenders under the Bank Credit Agreement.

### **3. EFFECTIVENESS.**

The Amendments shall become effective as of the date of this Agreement (the “**Effective Date**”), provided that each of the following conditions shall have been fulfilled to the Noteholders’ satisfaction (or shall have been waived by the Noteholders) as of such date:

(a) Agreement. The Company and the Required Holders shall have executed and delivered a counterpart of this Agreement.

(b) Representations and Warranties. The representations and warranties of the Company in this Agreement shall be true, correct and complete as of the date hereof and as of the Effective Date (and by execution and delivery of this Agreement, the Company hereby confirms that such representations and warranties are true, correct and complete as of such dates).

(c) Bank Amendment. The Noteholders shall have received a fully executed copy of a Second Amendment to Third Amended and Restated Credit Agreement, dated as of the date of this Agreement, by and among the Bank Agent, the Bank Lenders, the Company and Allied B.V. (the “**Bank Amendment**”), in form and substance satisfactory to them, duly executed by each party thereto and in full force and effect.

(d) Amendment Fee. Each Noteholder shall have received from the Company the amendment fee due pursuant to that certain letter agreement, dated October 22, 2024, entered into by and among the Company and the Noteholders.

### **4. MISCELLANEOUS.**

#### **4.1. Part of Note Purchase Agreement; Future References, etc.**

This Agreement shall be construed in connection with and as a part of the Note Purchase Agreement and, except as expressly amended by this Agreement, all terms, conditions and covenants contained in the Note Purchase Agreement are hereby ratified and shall be and remain in full force and effect. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Agreement may refer to the Note Purchase Agreement without making specific reference to this Agreement, but nevertheless all such references shall include this Agreement unless the context otherwise requires.

#### **4.2. Effect of Agreement; Reaffirmation.**

(a) The Note Purchase Agreement, as amended by this Agreement, represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof.

This Agreement supersedes all prior negotiations and any course of dealing between the parties with respect to the subject matter hereof. This Agreement shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of, and be enforceable by, the Noteholders and each of their successors and assigns. The Note Purchase Agreement, as amended hereby, is in full force and effect and, as so amended, is hereby ratified and reaffirmed in its entirety. The Company acknowledges and agrees that the Note Purchase Agreement (as amended by this Agreement) and all other Finance Documents to which the Company is a party are in full force and effect, that the Company's obligations thereunder and under this Agreement are its legal, valid and binding obligations, enforceable against it in accordance with the terms thereof and hereof, and that the Company has no defense, whether legal or equitable, setoff or counterclaim to the payment and performance of such obligations. The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of any Noteholder under the Note Purchase Agreement or any other Finance Document, or constitute a waiver of any provision of the Note Purchase Agreement or any other Finance Document.

(b) The Company hereby acknowledges and reaffirms the execution and delivery of the Collateral Documents to which it is a party and agrees that such Collateral Documents shall continue in full force and effect and continue to secure the Note Obligations, including all indebtedness of the Company to the Noteholders arising under or in connection with the Note Purchase Agreement, as amended hereby, and the Notes, and any renewal, extension or modification thereof.

(c) By signing the acknowledgment below, each Guarantor hereby acknowledges and reaffirms the execution and delivery of its respective Guaranty Agreement and each Collateral Document and each other Finance Document to which it is a party, and agrees that such Finance Documents shall continue in full force and effect and continue to guarantee or secure, as applicable, all Note Obligations, including all indebtedness of the Company to the Noteholders arising under or in connection with the Note Purchase Agreement, as amended hereby, and the Notes, and any renewal, extension or modification thereof, and the documents executed in connection therewith.

#### **4.3. Release.**

To induce the Noteholders to enter into this Agreement, each of the Domestic Obligors waives and releases and forever discharges Prudential and each holder of a Note and their respective officers, directors, attorneys, agents and employees (each a "**Release Party**" and collectively, the "**Release Parties**") from any defenses, liability, damage, claim, loss or expense of any kind that any of them may have against Prudential or any holder of a Note, and agree to cause each Foreign Obligor not to assert any claim against any Release Party, arising out of or relating to the Finance Documents through the date of this Agreement, except to the extent such defense, liability, damage, claim, loss or expense is the result of the gross negligence or willful misconduct of such Release Party. The Domestic Obligors, jointly and severally, further agree to indemnify and hold Prudential and each holder of a Note and their respective officers, directors, attorneys, agents and employees harmless from any loss, damage, judgment, liability or expense (including attorneys' fees) suffered by or rendered against Prudential or any holder of a Note on account of any claims arising out of or relating to the Finance Documents, except to the extent arising from the gross negligence or willful misconduct of such Release Party. Each Domestic

Obligor further states that it has carefully read the foregoing release and indemnity, knows the contents thereof and grants the same as its own free act and deed.

**4.4. Counterparts, Facsimiles.**

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signature to this Agreement may be delivered by facsimile, electronic mail (including “.pdf”, “.tif” or similar format) or other electronic transmission and shall be effective to the same extent as delivery of a manually executed original counterpart hereof. The parties hereto agree to electronic contracting and electronic signatures with respect to this Agreement. The words “execution”, “signed”, “signature” and words of like import in this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “**Electronic Signature**” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

**4.5. Costs and Expenses.**

The Company agrees to pay on demand all costs and expenses (including attorneys’ fees) of the Noteholders incurred in the preparation, negotiation, execution and delivery of this Agreement and the matters contemplated hereby.

**4.6. Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

**4.7. Amendment and Waiver.**

This Agreement may be amended, and the observance of any term hereof may be waived, only with the written consent of each of the parties hereto.

**4.8. Severability.**

The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

**4.9. Entire Agreement.**

This Agreement embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof.

**4.10. Designation as Finance Document.**

The parties hereto agree that this Agreement constitutes a Finance Document.

**4.11. Governing Law; Jurisdiction and Process; Waiver of Jury Trial.**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such state that would permit the application of the laws of a jurisdiction other than such state. The terms of Section 22.7 of the Note Purchase Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto expressly, unconditionally and irrevocably agree to such terms.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective proper and duly authorized officers as of the date first above written.

**COMPANY:**

**ALLIENT INC.**

By: /s/ JAMES A. MICHAUD

Name: James A. Michaud

Title: Chief Financial Officer

(Signature Page to Second Amendment to Note Purchase and Private Shelf Agreement)

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This Agreement is  
accepted and agreed to as  
of the date hereof.

**NOTEHOLDERS:**

**THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA**

By: PGIM, Inc., as investment manager

By: /s/ ASHLEY DEXTER  
Vice President

**PRUDENTIAL LEGACY INSURANCE  
COMPANY OF NEW JERSEY**

By: PGIM, Inc., as investment manager

By: /s/ ASHLEY DEXTER  
Vice President

**PRUCO LIFE INSURANCE COMPANY  
OF NEW JERSEY**

By: PGIM, Inc., as investment manager

By: /s/ ASHLEY DEXTER  
Vice President

**LOTUS REINSURANCE COMPANY LTD.**

By: PGIM, Inc., as investment manager

By: /s/ ASHLEY DEXTER  
Vice President

(Signature Page to Second Amendment to Note Purchase and Private Shelf Agreement)

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This Agreement is acknowledged,  
accepted and agreed to as of the date  
hereof.

**GUARANTORS:**

**AIREX, LLC,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**ALIO INDUSTRIES, LLC,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**ALLIED MOTION STOCKHOLM AKTIEBOLAG,**  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Specially Authorized Signatory

**ALLIED MOTION TECHNOLOGIES B.V.,**  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Director

(Signature Page to Second Amendment to Note Purchase and Private Shelf Agreement)

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**ALLIED MOTION CONTROL CORPORATION,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**ALLIED MOTION DORDRECHT B.V.,**  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Director

**EMOTEQ CORPORATION,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**GLOBE MOTORS, INC.,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**ALLIED MOTION PORTUGAL, LDA.,**  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Manager

(Signature Page to Second Amendment to Note Purchase and Private Shelf Agreement)

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**HEIDRIVE GMBH,**  
as Guarantor

By: /s/ H.R. NUGTEREN  
Name: H.R. Nugteren  
Title: Managing Director

**KINETIC MACHINE DEVELOPMENT, LLC,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**MOTOR PRODUCTS CORPORATION,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**ORMEC SYSTEMS CORP.,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**SNC MANUFACTURING CO., INC.,**  
as Guarantor

By: /s/ ASHISH BENDRE  
Name: Ashish Bendre  
Title: Vice President

(Signature Page to Second Amendment to Note Purchase and Private Shelf Agreement)

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**SPECTRUM CONTROLS, INC.,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**STATURE ELECTRIC, INC.,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**TCI, LLC,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**THINGAP, INC.,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

**ALLIED MOTION TWINSBURG, LLC,**  
as Guarantor

By: /s/ JAMES A. MICHAUD  
Name: James A. Michaud  
Title: Vice President

(Signature Page to Second Amendment to Note Purchase and Private Shelf Agreement)

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## Annex A

### Amendments

1. Section 10.2 (Investments). Clause (e) of Section 10.2 of the Note Purchase Agreement is hereby amended by inserting the following at the end of such clause (e):

“*provided* that neither the Company nor any of its Subsidiaries may make any acquisition pursuant to this clause (e) at any time from the Second Amendment Date to (and including) December 31, 2025;”

2. Section 10.10(b) (Leverage Ratio). Subsection (i) of Section 10.10(b) (Leverage Ratio) of the Note Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“(i) Subject to subsection (ii) below, the Company will not permit the Leverage Ratio as of the end of any fiscal quarter of the Company to be greater than (A) 4.25:1.00 as of the end of the Company’s fiscal quarters ending September 30, 2024 and December 31, 2024, (B) 4.50:1.00 as of the end of the Company’s fiscal quarters ending March 31, 2025 and June 30, 2025, (C) 4.00:1.00 as of the end of the Company’s fiscal quarter ending September 30, 2025, or (D) 3.75:1.00 as of the end of any fiscal quarter thereafter.”

3. Section 10.10(b) (Leverage Ratio). Subsection (ii) of Section 10.10(b) (Leverage Ratio) of the Note Purchase Agreement is hereby amended by inserting the following at the end of such subsection (ii):

“Notwithstanding the foregoing, (A) the fiscal quarters of the Company ending on December 31, 2024, March 31, 2025, June 30, 2025 and September 30, 2025 shall each be deemed to constitute an Increased Leverage Period and (A) the Company may not make any Leverage Increase election pursuant to the first sentence of this subsection (ii) at any time during the period to (and including) December 31, 2025.”

4. Schedule A (Defined Terms). Schedule A to the Note Purchase Agreement is hereby amended by amending and restating the term “Consolidated EBITDA” therein in its entirety to read as follows:

““**Consolidated EBITDA**” means, for any Reference Period and without duplication, (a) Consolidated Net Income for such period, *plus* (b) to the extent deducted in calculating Consolidated Net Income and without duplication (i) income taxes expensed during such period by the Company and its Subsidiaries, (ii) Interest Expense during such period, (iii) depreciation, amortization and other Non-Cash Charges accrued for such period, (iv) non-cash losses from any Casualty Event, Disposition or discontinued operation during such period, (v) stock compensation expense during such period, and (vi) Approved Cash Add-Backs in an aggregate amount not to exceed \$4,000,000 during such period, *minus* (c) to the extent such items were added in calculating Consolidated Net Income (i) Extraordinary Gains during such period, (ii) gains from any Casualty Event,

Disposition or discontinued operation during such period, (iii) interest income, royalty payments and other income during such period, (iv) federal, state, local and foreign income tax credits of the Company and its Subsidiaries for such period, and (v) all non-cash income items for such period; *provided* that notwithstanding anything to the contrary in this definition, for purposes of computing any pro-forma calculation required by this Agreement, the term “Consolidated EBITDA” shall be computed, on a consistent basis, to reflect purchases and acquisitions, whether a Permitted Acquisition or otherwise, and sales of assets of the Company or a Subsidiary constituting a business line or division, by the Company or a Subsidiary during the Reference Period as if they had occurred at the beginning of such Reference Period, and the Company, during the twelve (12) month period following the date of any purchases and acquisitions, may include in the calculation of Consolidated EBITDA the necessary portion of the adjusted historical results attributable to the assets, businesses or entities acquired in acquisitions that were achieved prior to the applicable date of the acquisition for such time period as is necessary for the Company to have figures for a full Reference Period from the date of determination with respect to such acquired entities.”

5. Schedule A (Defined Terms). Schedule A to the Note Purchase Agreement is hereby amended by adding the following new terms thereto in alphabetical order:

“**Approved Cash Add-Backs**” means (a) with respect to any Permitted Acquisition, documented transaction costs and expenses for legal, investment banking and other third party professional service fees directly related to the Permitted Acquisition and (b) reasonably identifiable and factually-supported business retention, restructuring, integration and realignment costs specifically related to employee severance, employee retention, employee relocation and facilities and physical location consolidation.”

“**Second Amendment Date**” means October 22, 2024.”





**FOR IMMEDIATE RELEASE**

## **Allient Amends 2024 Credit Facilities and Executes New Interest Rate Swap to Enhance Financial Flexibility**

*Adjustments Include Less Restrictive Covenants, Expanded EBITDA Add-Backs, and  
Interest Rate Hedging to Support Strategic Initiatives*

**BUFFALO, N.Y., October 25, 2024** -- Allient Inc. (Nasdaq: ALNT) ("Allient" or the "Company"), a global designer and manufacturer of precision and specialty Motion, Controls and Power products and solutions for targeted industries and applications, announced today that it has amended its 2024 Credit Facilities to enhance flexibility in financial planning through FY2025. Additionally, the Company has executed a new interest rate swap agreement, further optimizing its capital structure.

Jim Michaud, Allient's Chief Financial Officer, commented, "We appreciate the ongoing support from our lending partners, which has provided us with increased flexibility to execute our strategic priorities. These amendments, along with the new interest rate swap, enhance our ability to optimize the business with our Simplify to Accelerate NOW strategy while maintaining strong financial discipline and effectively managing interest rate risk."

### **Amendment Highlights**

The amendment maintains the leverage ratio covenant at 4.25:1 for the trailing 12-month ("TTM") periods ending September 30, 2024, and December 31, 2024, before increasing to 4.5:1 for the TTM periods ending March 31, 2025, and June 30, 2025. It then reduces to 4.0:1 for the period ending September 30, 2025, and then reverts to 3.75:1 for the remainder of the agreement. Additionally, the amendment allows up to \$4 million in acquisition, business retention, restructuring, integration, and realignment costs to be included in the EBITDA calculation during any TTM period.

### **Interest Rate Swap Highlights**

Allient executed a new interest rate swap agreement effective September 30, 2024. The agreement hedges \$50 million of debt over a three-year term, protecting the Company from potential interest rate volatility and aligning with its financial strategy to mitigate risks tied to fluctuating SOFR-based rates.

### **About Allient Inc.**

Allient (Nasdaq: ALNT) is a global engineering and manufacturing enterprise that develops solutions to drive the future of market-moving industries, including medical, life sciences, aerospace and defense, industrial automation, robotics, semi-conductor, transportation, agriculture, construction and facility infrastructure. A family of globally responsible companies, Allient takes a One-Team approach to "Connect What Matters" and provides the most robust, reliable, and high-value products and systems by utilizing its core Motion, Controls, and Power technologies and platforms.

Headquartered in Buffalo, N.Y., Allient employs more than 2,500 team members around the world. To learn more, visit [www.allient.com](http://www.allient.com).

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### **Safe Harbor Statement**

The statements in this news release that relate to future plans, events or performance are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include, without limitation, any statement that may predict, forecast, indicate, or imply future results, performance, or achievements. Examples of forward-looking statements include, among others, statements the Company makes regarding the degree of optimization that can be achieved from restructuring and simplifying actions or the Company’s Simplify to Accelerate NOW strategy, the cost of implementing such actions, the impact on operating results, the level of financial discipline, and the Company’s belief that the lending agreement amendments provides sufficient liquidity to fund its business operations and the swap agreement sufficiently protects the Company from volatility of interest rates. Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on the Company’s current beliefs, expectations and assumptions regarding the future of the Company’s business, future plans and strategies, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of the Company’s control. The Company’s actual results and financial condition may differ materially from those indicated in the forward-looking statements. Therefore, you should not rely on any of these forward-looking statements. Important factors that could cause our actual results and financial condition to differ materially from those indicated in the forward-looking statements include, among others, general economic and business conditions, conditions affecting the industries served by the Company and its subsidiaries, conditions affecting the Company’s customers and suppliers, competitor responses to the Company’s products and services, the overall market acceptance of such products and services, the pace of bookings relative to shipments, the ability to expand into new markets and geographic regions, the success in acquiring new business, the impact of changes in income tax rates or policies, commercial activity and demand across our and our customers’ businesses, global supply chains, the prices of our securities and the achievement of our strategic objectives, the ability to attract and retain qualified personnel, the ability to successfully integrate an acquired business into our business model without substantial costs, delays, or problems, and other factors disclosed in the Company’s periodic reports filed with the Securities and Exchange Commission. Any forward-looking statement speaks only as of the date on which it is made. New risks and uncertainties arise over time, and it is not possible for us to predict the occurrence of those matters or the manner in which they may affect us. The Company has no obligation or intent to release publicly any revisions to any forward looking statements, whether as a result of new information, future events, or otherwise.

### **Investor Contacts:**

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