

# DGT HOLDINGS CORP.

## FORM 8-K (Current report filing)

Filed 06/09/05 for the Period Ending 06/09/05

|             |  |
|-------------|--|
| Address     | 100 PINE AIRE DRIVE<br>BAY SHORE, NY 11706             |
| Telephone   | 631 231-6400   |
| CIK         | 0000027748   |
| Symbol      | DGTC   |
| SIC Code    | 3679 - Electronic Components, Not Elsewhere Classified |
| Industry    | Medical Equipment & Supplies                           |
| Sector      | Healthcare   |
| Fiscal Year | 07/31  |

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) June 9, 2005  
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DEL GLOBAL TECHNOLOGIES CORP.  
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(Exact name of registrant as specified in charter)

|  |  |   |
|--|--|---|
| New York<br>-----<br>(State or other jurisdiction<br>of incorporation) | 0-3319<br>-----<br>(Commission<br>File Number) | 13-1784308<br>-----<br>(IRS Employer<br>Identification No.) |
|--|--|---|

One Commerce Park, Valhalla, NY 10595  
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(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code (914) 686-3650  
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(Former name or former address, if changed since last report)

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

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On June 9, 2005, the registrant entered into a waiver and amendment ("Amendment No. 9") to that certain loan and security agreement by and among the registrant, Bertan High Voltage Corp., RFI Corporation, Del Medical Imaging

Corp. and GE Business Capital Corporation f/k/a/ Transamerica Business Capital Corporation (the "Lender") dated June 10, 2002 (the "Loan and Security Agreement"). A copy of Amendment No. 9 to the Loan and Security Agreement is attached hereto as EXHIBIT 99.01 and incorporated herein by reference. The following summary of Amendment No. 9 to the Loan and Security Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the actual text of such agreement. All capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Loan and Security Agreement. The terms of the Loan and Security Agreement were amended to provide that at all times, after giving effect to all Revolving Credit Loans and all Letters of Credit issued at such time, the Excess Availability shall not be less than \$250,000. In addition, the Lender waived the Event of Default arising solely out of the failure of the Borrowers to maintain the Fixed Charge Coverage Ratio for the fiscal period ending April 30, 2005 as required by Section 8.4 of the Loan and Security Agreement.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial Statements of Businesses Acquired.

Not Applicable

(b) Pro Forma Financial Information.

Not Applicable

(c) Exhibits.

99.01 Waiver and Ninth Amendment dated as of June 9, 2005 to the Loan and Security Agreement by and among the registrant, Bertan High Voltage Corp., RFI Corporation, Del Medical Imaging Corp. and GE Business Capital Corporation f/k/a/ Transamerica Business Capital Corporation, dated as of June 10, 2002.

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.

DEL GLOBAL TECHNOLOGIES CORP.  
(Registrant)

Date: June 9, 2005

By: /s/ Mark Koch

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Mark Koch  
Principal Accounting Officer

EXHIBIT INDEX

| Exhibit No.<br>----- | Description<br>-----   |
|----------------------|--|
| 99.01                | Waiver and Ninth Amendment dated as of June 9, 2005 to the Loan and Security Agreement by and among the registrant, Bertan High Voltage Corp., RFI Corporation, Del Medical Imaging Corp. and GE Business Capital Corporation f/k/a/ Transamerica Business Capital Corporation, dated as of June 10, 2002. |

Exhibit 99.01

WAIVER AND NINTH AMENDMENT

TO

LOAN AND SECURITY AGREEMENT

This Waiver and Ninth Amendment to Loan and Security Agreement (this "AGREEMENT") is entered into as of the 9th day of June, 2005, by and among DEL GLOBAL TECHNOLOGIES CORP., a New York corporation ("DEL GLOBAL"), BERTAN HIGH VOLTAGE CORP., a Delaware corporation ("BERTAN"), RFI CORPORATION, a Delaware corporation ("RFI"), and DEL MEDICAL IMAGING CORP., a Delaware corporation ("DEL MEDICAL") (each a "BORROWER" and collectively, the "BORROWERS") and GE BUSINESS CAPITAL CORPORATION F/K/A TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation ("LENDER").

BACKGROUND

The Borrowers and the Lender are parties to a Loan and Security Agreement dated as of June 10, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "LOAN AGREEMENT") pursuant to which the Lender provides the Borrowers with certain financial accommodations.

The Borrowers have requested that the Lender amend the Loan Agreement to reduce the amount of Excess Availability required under the Loan Agreement and waive an Event of Default arising out of Borrowers violation of the Fixed Charge Coverage Ratio for quarter ending April 30, 2005. The Lender is willing to do so on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of any loan or advance or grant of credit heretofore or hereafter made to or for the account of the Borrowers by the Lender, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

2. AMENDMENT TO LOAN AGREEMENT. Subject to the satisfaction of the conditions precedent set forth in Section 4 below, Section 7.2(x) of the Loan Agreement is amended to provide as follows:

"(x) Excess Availability. At all times, after giving effect to all Revolving Credit Loans and all Letters of Credit issued at such time, the Excess Availability shall not be less than \$250,000."

3. WAIVER. Subject to the satisfaction of the conditions precedent set forth in Section 4 below, the Lender hereby waives the Event of Default arising solely out of the failure of the Borrowers to maintain the Fixed Charge Coverage Ratio for the fiscal period ending April 30, 2005 as required by Section 8.4 of the Loan Agreement,

4. CONDITIONS OF EFFECTIVENESS. This Agreement shall become effective upon satisfaction or waiver in writing by the Lender of each of the following conditions precedent, each in form and substance satisfactory to the Lender: (a) the Lender's receipt of this Agreement duly executed by the Borrowers; and (b) the Lender's receipt of a non-refundable fee in the amount of \$25,000 and all reasonable attorney's fees incurred in connection with this Agreement, each of which shall be charged to the Borrowers' loan account as a Loan on the date of this Agreement.

5. REPRESENTATIONS AND WARRANTIES. The Borrowers hereby represent and warrant as follows:

(a) This Agreement and the Loan Agreement constitute legal, valid and binding obligations of the Borrowers and are enforceable against the Borrowers in accordance with their respective terms.

(b) Upon the effectiveness of this Agreement, the Borrowers hereby reaffirm all covenants, representations and warranties made in the Loan Agreement to the extent the same are not amended hereby and agree that all such covenants, representations and warranties shall be deemed to have been remade as of the effective date of this Agreement.

(c) No Event of Default or Default has occurred and is continuing or would exist after giving effect to this Agreement.

(d) As of the date hereof, the Borrowers have no defense, counterclaim or offset with respect to the Loan Agreement.

6. EFFECT ON THE LOAN AGREEMENT. Except as specifically provided herein, the execution, delivery and effectiveness of this Agreement shall not operate as a waiver or an amendment of any right, power or remedy of the Lender, nor constitute a waiver of any provision of the Loan Agreement, or any other documents, instruments or agreements executed and/or delivered under or in connection therewith.

7. GOVERNING LAW. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of Illinois.

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

9. COUNTERPARTS; FACSIMILE. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same

agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first written above.

DEL GLOBAL TECHNOLOGIES CORP.

By: /s/ Mark A. Koch

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Name: MARK A. KOCH  
Title: TREASURER

BERTAN HIGH VOLTAGE CORP.

By: /s/ Mark A. Koch

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Name: MARK A. KOCH  
Title: SECRETARY

RFI CORPORATION

By: /s/ Mark A. Koch

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Name: MARK A. KOCH  
Title: SECRETARY

DEL MEDICAL IMAGING CORP.

By: /s/ Mark A. Koch

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Name: MARK A. KOCH  
Title: SECRETARY

GE BUSINESS CAPITAL CORPORATION F/K/A  
TRANSAMERICA BUSINESS CAPITAL  
CORPORATION

By: /s/ Jeffrey Zinn

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Name: Jeffrey Zinn  
Title: Duly Authorized Signatory

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