

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional)				
B E-MAIL CONTACT AT FILER (optional)				
C SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; margin: 10px 0;">FRED'S SERVICE CENTER INC 3730 PAWTUCKET AVE RIVERSIDE RI 02915</div>				
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				
1 INITIAL FINANCING STATEMENT FILE NUMBER 201819706480			1b <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS File <u>each</u> Amendment, Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13	
2 <input checked="" type="checkbox"/> TERMINATION : Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement				
3 <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, <u>and</u> address of Assignee in item 7c, <u>and</u> name of Assignor in item 9 For partial assignment, complete items 7 and 9 <u>and</u> also indicate affected collateral in item 8				
4 <input type="checkbox"/> CONTINUATION : Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law				
5 <input type="checkbox"/> PARTY INFORMATION CHANGE : Check <u>one</u> of these two boxes: <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record AND Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b, <u>and</u> item 7a or 7b, <u>and</u> item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, <u>and</u> item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b				
6. CURRENT RECORD INFORMATION Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)				
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">6a ORGANIZATION'S NAME FRED'S SERVICE CENTER INC</div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0;"><div style="width: 40%;">6b INDIVIDUAL'S SURNAME</div><div style="width: 20%;">FIRST PERSONAL NAME</div><div style="width: 20%;">ADDITIONAL NAME(S)/INITIAL(S)</div><div style="width: 20%;">SUFFIX</div></div>				
7. CHANGED OR ADDED INFORMATION Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact full name, do not omit, modify, or abbreviate any part of the Debtor's name)				
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">7a ORGANIZATION'S NAME</div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0;"><div style="width: 40%;">7b INDIVIDUAL'S SURNAME</div><div style="width: 20%;">INDIVIDUAL'S FIRST PERSONAL NAME</div><div style="width: 20%;">INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)</div><div style="width: 20%;">SUFFIX</div></div>				
<div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; padding: 5px 0;"><div style="width: 40%;">7c MAILING ADDRESS</div><div style="width: 20%;">CITY</div><div style="width: 10%;">STATE</div><div style="width: 20%;">POSTAL CODE</div><div style="width: 10%;">COUNTRY</div></div>				
8 <input type="checkbox"/> COLLATERAL CHANGE : Also check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral <small>Indicate collateral</small>				
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT : Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor				
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">9a ORGANIZATION'S NAME Webster Bank, N. A.</div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0;"><div style="width: 40%;">9b INDIVIDUAL'S SURNAME</div><div style="width: 20%;">FIRST PERSONAL NAME</div><div style="width: 20%;">ADDITIONAL NAME(S)/INITIAL(S)</div><div style="width: 20%;">SUFFIX</div></div>				
10. OPTIONAL FILER REFERENCE DATA Loan # 004750709002				

4750709002
Fred's Service Center

Paid in Full



COMMERCIAL TERM NOTE

\$ 40,000.00

May 23, 2018

FOR VALUE RECEIVED, the undersigned, FRED'S SERVICE CENTER, INC., being a Corporation Subchapter S organized and existing under the laws of the State of Rhode Island, having its chief executive office and principal place of business, or if an individual with no place of business, a principal residence address at 3730 PAWTUCKET AVE, RIVERSIDE, RI 02915 (hereinafter sometimes referred to as "Maker" or "Borrower") promises to pay to the order of WEBSTER BANK, NATIONAL ASSOCIATION (hereinafter referred to as "Bank"), a national association, organized and existing under the laws of the United States of America, its successors and assigns, (the Bank and each successor, owner and holder of this Note being generally called the "Holder") at its office at 145 Bank Street, Waterbury, Connecticut, or at such other place as the Holder hereof may designate in writing, the principal sum of Forty Thousand and No/100 (\$ 40,000.00) DOLLARS, together with interest thereon as set forth below. The Maker shall also pay all taxes levied or assessed upon said sum against said Bank or the holder of this Note (other than income taxes) and shall pay all costs, expenses and reasonable attorneys' fees (whether or not proceedings are instituted or court appearance is made on behalf of the Holder hereof) incurred (i) in the collection of all or part of this Note, (ii) in connection with any litigation or controversy arising from or connected with this Note or the collateral securing the indebtedness evidenced by this Note or any guaranty of payment of the indebtedness evidenced by this Note, or (iii) with respect to any act to protect, enforce, amend, modify or release any rights or remedies of the Holder hereof with regard to or against the Maker, or any endorser and/or guarantor or the collateral securing this Note or any such guaranty.

The Maker shall use the proceeds of this Note for general commercial purposes, provided that no part of such proceeds will be used, in whole or in part, for the purpose of (i) acquiring any consumer or household goods or (ii) purchasing or carrying any "margin security" as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System or (iii) acquiring substantially all of the stock or assets of any other firm, corporation or entity.

The Maker shall maintain all of its operating accounts at the Bank.

In addition to the forgoing, this Note has been executed subject to the following terms and conditions:

1. **Repayment.** If not sooner paid or demanded, principal and interest shall be due and payable, with interest payable in arrears, in monthly installments as follows:

(a) Payments of principal and interest in the amount of \$ 774.49 shall be due and payable on June 23, 2018 and on the twenty-third (23rd) day of each and every month thereafter; however, if any month does not have such a corresponding day, the payment shall be due on the last day of said month.

(b) **Maturity Date.** If not sooner paid, all amounts owing under this Note shall be due and payable in full on May 23, 2023 (the "Maturity Date").

(c) **Evidence of Debt.** The Holder will enter an appropriate notation on its books and records evidencing the interest rate applicable to the outstanding balance hereof, each repayment on account of the principal thereof, and the amount of interest paid. The Maker agrees that, in the absence of manifest error, the books and records of the Bank or other Holder shall constitute prima facie evidence of the amount owing to the Holder pursuant to this Note.

4750709002

COMMITN01
(2/25/09 Rev 8/09)

2. **Interest.** This Note shall bear interest on the unpaid balance from time to time outstanding (based upon a 360-day year and the actual number of days in each month) at a rate to be determined as follows:

(a) **Interest Rates. Payment of Interest.** This Note shall bear interest on the unpaid balance from time to time outstanding at a fixed rate of Five and Ninety-Seven Hundredths percentage points (5.97%) per annum.

(b) **Deduction of Payments from Checking Account; Increase in Interest Rate.** The foregoing interest rate is conditioned upon, among other things, all payments being deducted by the holder automatically from the Maker's deposit account maintained by the Maker with the Holder. In the event that the Maker elects (whether by instructions to the Holder, by not maintaining sufficient amounts in its deposit account with the Holder for two (2) consecutive due dates, or otherwise) for any period of time to not have payments on this Note deducted from the Maker's deposit account with the Holder, the interest rate shall increase to Three percentage point(s) per annum (3.000%) greater than the foregoing interest rates for each Adjustment Period. [For example, in the event that Maker makes such election the interest rate would be Three percentage point(s) per annum (3.000%) higher than the rate set forth in subsection 2(a) above.] The account number for automatic deduction of payments is 9320269199.

3. **Additional Charges.**

(a) **Additional Payments.** If the Holder shall deem applicable to this Note, any requirement of any law of the United States of America, any regulation, order, interpretation, ruling, official directive or guideline (whether or not having the force of law) of the Board of Governors of the Federal Reserve System, the Comptroller of the Currency, the Federal Deposit Insurance Corporation or any other board or governmental or administrative agency of the United States of America which shall impose, increase, modify or make applicable thereto or cause to be included in, any reserve, special deposit, calculation used in the computation of regulatory capital standards, assessment or other requirement which imposes on the Holder any cost that is attributable to the maintenance hereof, then, and in each such event, the Holder shall notify the Borrower thereof and the Borrower shall pay the Holder, within 30 days of receipt of such notice, such amount as will compensate the Holder for any such cost, which determination may be based up on the Holder's reasonable allocation of the aggregate of such costs resulting from such events. In the event any such cost is a continuing cost, a fee payable to the Holder may be imposed upon the Borrower periodically for so long as any such cost is deemed applicable to the Holder, in an amount determined by the Holder to be necessary to compensate the Holder for any such cost. The determination by any Holder of the existence and amount of any such cost shall, in the absence of manifest error, be conclusive. Any such costs, fees or other amounts payable by Borrower shall be in addition to any Prepayment Fee, interest, costs or other charges required to be paid by maker pursuant to this Note or in any mortgage, security agreements or other loan documents securing or executed in connection with this Note (the "Loan Documents").

(b) **Indemnity.** The Maker agrees to indemnify the Holder and to hold the Holder harmless from any loss or expense (including, without limitation, any lost profit) that it may sustain or incur as a consequence of any prepayment (whether optional or mandatory) or any default by the Holder in the payment of the principal of or interest on the loans made by Holder evidenced by this Note or as a consequence of any failure by the Maker to complete a borrowing of, a prepayment of or conversion of any such loans after notice thereof has been given, including, but not limited to, any loss or profit or any interest payable by the Holder to Holders of funds obtained by it in order to make or maintain its Index Rate hereunder. Any such loss or expense payable by Maker shall be in addition to any Prepayment Fee, interest, costs or other charges required to be paid by Maker pursuant to this Note or any other Loan Documents.

4. **Late Charges.** In the event that any installment to be paid under the terms of this Note or any payment to be paid under any of the Loan Documents is not paid within ten (10) days from the due date, the Holder hereof may charge and collect a "late charge" equal to 5% of such delinquent installment or other payment. The minimum late charge shall be Fifty (\$50.00) Dollars. Such late charges shall be charged on a monthly basis for each installment and shall accrue until paid in full. Maker agrees that such "late charge" is an agreed reasonable estimate of the amount of the expenses of holder incident to handling such delinquent payment, which expenses may be difficult for the parties to quantify, and which "late charge" constitutes agreed upon liquidated damages in addition to the payment of interest.

5. **Default.** Upon the occurrence of any one or more of the following events (herein, "Events of Default") the Holder, at its option, may declare the entire unpaid principal balance of this Note and accrued and unpaid interest hereon immediately due and payable without demand, notice or protest (all of which are hereby waived):

- (a) The failure to pay: (i) any monthly installment of principal and/or interest pursuant to this Note, or (ii) any other payment of any prepayment fee, costs or any other payment due pursuant to this Note or the loan Documents, whether at maturity, by acceleration, as part of any prepayment or otherwise; or
- (b) If the Maker, or any endorser or guarantor of the obligations of the Maker hereunder (herein each a "Guarantor"), shall be in default of or fail to keep and perform any of the agreements or provisions contained in this Note or in any Loan Documents or any other instrument, document, mortgage or agreement that may now or hereafter evidence, govern or secure this Note; or
- (c) If any representation or warranty of maker or any Guarantor set forth in this Note, any Loan Documents, or in any notice, certificate, demand or request delivered to Holder pursuant to this Note or the Loan Documents shall prove to be incorrect or misleading in any material and adverse respect as of the time when made; or
- (d) The failure to duly observe or perform any other covenant, condition or agreement of maker contained herein, in any provision of the Loan Documents; or
- (e) If all or any material part of any collateral securing the payment or performance of this Note, the Loan Documents or any guaranty of the indebtedness evidenced by this Note is abandoned or materially destroyed or damaged by fire or other casualty such that the value of said collateral is materially impaired thereby in the sole opinion of the Holder; or
- (f) If Maker or any Guarantor shall become a debtor or bankrupt or be declared insolvent under the United States Bankruptcy Code or any other federal or state law (now in effect or hereafter enacted) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (collectively called "Bankruptcy Laws"), or if Maker shall (i) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee or liquidator (or other similar official) of any substantial portion of Maker's property, or (ii) generally not pay its debts as they become due, or admit in writing its inability to pay its debts generally as they become due or (iii) make a general assignment for the benefit of its creditors, or (iv) file a petition commencing a voluntary case under or seeking to take advantage of any Bankruptcy law, or (v) fail to controvert in a timely and appropriate manner, or in writing acquiesce in, any petition commencing an involuntary case against Maker or otherwise filed against Maker pursuant to any Bankruptcy Law, or (vi) take any action in furtherance of any of the foregoing;
- (g) If an order for relief against Maker or any Guarantor shall be entered in any involuntary case under the United States Bankruptcy Code or any similar order against maker shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against Maker or proposing the reorganization of Maker under the United States Bankruptcy Code shall be filed in and approved by any court and not be discharged, dismissed or denied within 60 days after such filing, or if a proceeding or case shall be commenced in any court seeking (i) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of Maker, or (ii) the appointment of a receiver, custodian, trustee or liquidator (or other similar official) of any collateral for this Note or of any substantial portion of Maker's property, or (iii) any similar relief as to Maker pursuant to any Bankruptcy Law - and any such proceeding or case shall continue without being dismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue in effect for 30 days without being dismissed or stayed; or
- (h) If the Maker or any Guarantor shall be in default in payment of principal or interest on any obligation for borrowed money beyond any grace period provided with respect thereto, the effect of which default is to cause or permit the holder of such obligation to accelerate such obligation to become due and payable immediately or prior to its date of maturity; or
- (i) The occurrence of any other event which entitles the holder of any other indebtedness on which Maker or any Guarantor is obligated, or which is secured by any collateral for this Note or for the guaranty of any Guarantor, or any part thereof, to accelerate the maturity of such indebtedness; or

(j) If Maker or any Guarantor, or any partner of Maker or any Guarantor, shall die, become legally incapacitated, be terminated, dissolved, wound up or liquidated; or

(k) If the Maker or any Guarantor shall be in default of, or suffer demand with respect to, any other indebtedness to the Bank or any other Holder of this Note; or

(l) If the Maker or any Guarantor shall be in default under any other agreements with the Bank or any other Holder of this Note; or

(m) If the Bank or other Holder hereof deems itself insecure or if there is such a change in the condition or affairs (financial or otherwise) of the Maker or any Guarantor as the Bank or other Holder believes in good faith materially impairs the financial condition of such Maker or Guarantor or increases the Bank's or other Holder's risk of nonpayment of this Note; or

(n) The occurrence of an event that pursuant to the terms of any of the Loan Documents is deemed to constitute an Event of Default thereunder or hereunder.

6. **Default Rate.** Upon occurrence of an Event of Default or, in any event, after the Maturity Date, the interest rate of this Note shall increase, at Holder's option, until payment (including any period of time occurring after judgment), to a Default Rate being the lower of: (a) the highest rate allowed by law above the interest rate that would otherwise be in effect under this Note; or (b) a rate per annum equal to four percentage points (4.0%) above the rate of interest that would otherwise be in effect under this Note, as the same may vary from time to time.

7. **Expenses.** Borrower further promises to pay to the Holder, as incurred, and as an additional part of the unpaid principal balance, all reasonable costs, expenses and reasonable attorneys' fees incurred (i) in the preparation, protection, modification, collection, defense or enforcement of all or part of this Note or any guaranty hereof, or (ii) in the foreclosure or enforcement of any mortgage or security interest which may now or hereafter secure either the debt hereunder or any guaranty thereof, or (iii) with respect to any action taken to protect, defend, modify or sustain the lien of any such mortgage or security agreement, or (iv) with respect to any litigation or controversy arising from or connected with this Note or any mortgage or security agreement or collateral which may now or hereafter secure this Note, or (v) with respect to any act to protect, defend, modify, enforce or release any of its rights or remedies with regard to, or otherwise effect collection of, any collateral which may now or in the future secure this Note or with regard to or against Borrower or any Guarantor of this Note. The obligation to pay all costs, expenses and attorneys' and appraisers' fees set forth in this Note shall expressly include those as may be incurred by the holder to collect the indebtedness due hereunder after judgment in favor of the holder including, without limitation, those incurred by the holder to foreclose any judgment lien, or to realize upon any collateral or to otherwise obtain payment and satisfaction of such judgment.

8. **Lien and Setoff.** The Maker and each Guarantor and any other surety of this Note hereby give the Holder a security interest, lien and right of set off for all their respective liabilities upon and against all their deposits (whether general or special, time or demand, provisional or final), deposit accounts, credits, collateral and property, now or hereafter in the possession, safekeeping, custody or control of Bank and its affiliates (and shall include any other obligation at any time owing by the Bank or any entity under the control of Webster Financial Corporation to or for the credit or the account of the Maker) or in transit to them. At any time, without demand or notice, Holder may set off the same or any part thereof and apply the same to any liability or obligation of Maker or any Guarantor even though unmatured. Maker and each Guarantor and any other surety hereby agrees and acknowledges that Holder may apply and reapply any and all payments received by Holder against any indebtedness owing by Maker or by such Guarantor or other surety to Holder in such order as Holder may elect, in its sole discretion, notwithstanding any direction as to such application by Maker, such Guarantor or other surety or by any trustee in bankruptcy or other representative of such party. In addition to any rights the Holder may have hereunder or under any Loan Documents which may now or hereafter evidence, govern or secure this Note, the Holder shall have all the rights of a creditor under the laws of the State of Connecticut and the case law interpreting the same. Nothing contained herein shall be construed as limited or restricting any rights the Holder may have, whether statutory or otherwise, including, without limitation, all rights of set-off as may exist under law.

9. Waivers. The Maker and each Guarantor and any other surety of this Note hereby waive demand, protest, presentment for payment, notice of nonpayment, notice of protest, notice of dishonor and diligence in bringing suit against any party, and do hereby consent to (i) all renewals, extensions or modifications of this Note or the other Loan Documents (including any affecting the time of payment), (ii) all advances under this Note or the other Loan Documents, (iii) the release, surrender, exchange or substitution of all or any part of the security for the indebtedness evidenced by this Note, or the taking of any additional security, (iv) the release of any or all other persons from liability, whether primary or contingent, for the indebtedness evidenced by this Note or for any related obligations, (v) the granting of any other indulgences to any such person, and (vi) all defenses based upon suretyship or impairment of collateral, whether now existing or arising hereafter. Any such renewal, extension, modification, advance, release, surrender, exchange, substitution, taking or indulgence may take place without notice to any such person, and, whether or not any such notice is given, shall not affect the liability of any such person.

10. No Waiver By Holder. No delay or omission by the Holder in exercising or enforcing any of the Holder's powers, rights, privileges, remedies or discretion hereunder shall operate as a waiver thereof on that occasion or on any other occasion. No waiver of any Event of Default hereunder shall operate as a waiver of any other Event of Default hereunder, or as a continuing waiver. No requirement hereof may be waived except in a writing, signed by Holder. This Note may not be modified except by an instrument in writing executed by the Maker and the Holder hereof. The rights and remedies of the Holder hereof shall be cumulative and not in the alternative, and shall include all rights and remedies granted herein, in any document referred to herein, and under all applicable laws.

11. Notices. All notices, demands, or other communications made pursuant to this Note shall be in writing. Any notice to the Maker or to any Holder shall be deemed to have been given if mailed, be certified or registered mail, postage prepaid, return receipt requested, or if delivered by nationally recognized, overnight air courier return receipt requested, service, charges prepaid, to the Maker or any Guarantor at the address of the Maker appearing in the first paragraph of this Note and to the Bank addressed to Webster Bank, National Association, Business Banking, 609 West Johnson Ave, Cheshire, CT 06410, or at such other address as such party shall have specified by not less than five (5) days prior written notice to the other party. No notation on a check or other method of payment or associated correspondence shall be effective to bind the Holder, as evidence of an accord and satisfaction or otherwise, unless it is sent by certified mail, postage prepaid to the attention of the "General Counsel" of the holder at the address of such holder or such other address, if any, specified by Holder, in a written notice sent to Maker and it unless it is otherwise enforceable under applicable law.

12. Financial Information; Notification of Default.

This Agreement is subject to periodic reviews by the Bank, and for so long as this Agreement is outstanding and the Borrower has any liability hereunder, the Borrower shall deliver, and shall cause each Guarantor to deliver, to the Bank the following:

- ☐ _____ Financial Statements to be provided by Business
_____ within 120 day of fiscal year end.
- ☐ Annual Personal Financial Statements on Webster Bank, National Association forms and signed Personal Federal Income Tax Returns within fifteen (15) days of filing or evidence of an extension request by _____
- ☐ A signed Business Federal Income Tax Return copy will be provided within (15) days of filing or evidence of an extension request, if applicable by _____
- ☐ Interim Statements will be provided by _____

- ☐ Accounts Receivable Aging will be provided by _____
- ☐ Accounts Payable Aging will be provided by _____
- ☒ Borrower(s) and/or Guarantor(s) shall submit any other reasonably requested financial information, including but not limited to: Accounts Receivable Aging, Accounts Payable Aging and Internal Financial Statements.

a. Promptly upon the Bank's request, such documentation and information about the Borrower's and any such Guarantor's financial condition, business and/or operations as the Bank may at any time and from time to time request, including without limitation, business and/or personal financial statements and copies of the Borrower's and each Guarantor's federal and state income tax returns, with all schedules thereto, signed and dated, as filed with the Internal Revenue Service and the appropriate state tax collection authority, all in form, scope and substance satisfactory to the Bank;

b. Promptly upon becoming aware of any Event of Default (as herein defined), notice to the Bank in writing and specifying the steps, if any, taken or to be taken to remedy such occurrence

13. Financial Covenants.

Without Bank's prior written consent, which Bank may or may not, in its sole discretion, give concurrently herewith or hereafter, Borrower covenants that it shall not take any of the following actions or permit or suffer occur any of the following: *(Applicable box(es) are checked)*

- ☐ Debt Service Coverage: Allow the ratio of its (a) earnings before interest and taxes (EBIT) and charges for depreciation and amortization to (b) interest expense plus required payments on principal if Indebtedness (current maturities of long term debt) for borrowed money to be less than _____ to 1.0 as of period ending annually.
- ☐ Current Ratio: Permit the ratio of its total current assets to its total current liabilities to be less than _____ to 1.0 at any time, as determined in accordance with generally accepted accounting principles applied on a consistent basis with those of the period ending annually.
- ☐ Debt to Worth Ratio: Permit the ratio of its total liabilities to its tangible net worth to exceed _____ to 1.0 at any time, as determined in accordance with generally accepted accounting principles applied on a consistent basis with those of the period ending annually.
- ☐ Net Worth: Permit the excess of its total tangible assets over its total liabilities to be less than \$ _____ at any time, as determined in accordance with generally accepted accounting Principles applied on a consistent basis with those of the period ending annually.
- ☐ Notwithstanding the foregoing, please see the Additional Conditions Addendum if this box is checked.

14. **Usury Provisions.** It is the intention of parties hereto to comply strictly with all applicable usury laws; and, accordingly, in no event and upon no contingency shall any party be entitled to receive, collect, or apply as interest, any interest, fees, charges, or other payments equivalent to interest, in excess of the maximum amount which may be charged from time to time under applicable law; and, in the event that any party ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the principal amount of the indebtedness evidenced hereby; and, if the principal amount of the indebtedness evidenced hereby and all interest thereon is paid in full, any remaining excess shall forthwith be paid to the Maker or other party lawfully entitled thereto. In determining whether or not the interest paid or payable, under any special contingency, exceeds the maximum which may be lawfully charged, the Maker and the party receiving such payment shall, to the maximum extent permitted under applicable law, characterize any non-principal payment as an expense, fee or premium, rather than as interest. Any provision hereof or of any other agreement between the parties hereto that operates to bind, obligate, or compel the maker to pay interest in excess of such maximum rate, shall be construed to require the payment of the maximum rate only.
15. **Optional Prepayment.** See Optional Prepayment Addendum.
16. **Payment After Default.** If the maturity of this Note shall be accelerated for any reason, then a tender of payment by Maker, or by anyone on behalf of Maker, of the amount necessary to satisfy all sums due hereunder shall be deemed to be a voluntary prepayment under this Note, any such prepayment, to the extent permitted by law, shall require payment of the Prepayment Premium, if any, set forth in section 15 above, in addition to all other fees, costs and expenses required to be paid by Maker pursuant to this Note and/or the Loan Documents.
17. **Assignments By Holder.** Bank or any other Holder may assign this Note and the Loan Documents or may issue participation interests or enter into participation interests with other parties for all or any portion of the indebtedness evidenced by this Note or the Loan Documents.
18. **Joint and Several Obligation.** If the Note is now, or hereafter shall be, signed by more than one person, it shall be the joint and several obligation of all such persons (including, without limitation, all makers, endorsers, guarantors and sureties, if any) and shall be binding on all such persons and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Note shall be binding upon the undersigned Maker and upon its successors, assigns, and representatives, and shall inure to the benefit of the Holder and its successors and assigns.
19. **Survival.** The obligations of the Maker under sections 3(a) and 3(b) shall survive the payment of this Note.
20. **Consent to Credit Verification.** The Borrower and each Guarantor hereby agrees that Bank shall have the right at any time and from time to time to verify credit information supplied by the undersigned.
21. **Connecticut Law.** This Note and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Connecticut (excluding the application of conflict of law rules), to the maximum extent the parties may so lawfully agree.
22. **Severability.** If any provision of this Note is deemed void, invalid or unenforceable under applicable law, such provision is and will be deemed to be totally ineffective to that extent, but the remaining provisions shall be deemed unaffected and shall remain in full force and effect.

23. Copy of Note As Evidence. THE MAKER, AND EACH GUARANTOR AND OTHER SURETY OF THIS NOTE HEREBY ACKNOWLEDGE AND AGREE THAT IF THIS NOTE IS LOST OR DESTROYED A COPY OF THIS NOTE MAY BE INTRODUCED INTO EVIDENCE IN ANY COURT BY THE HOLDER INSTEAD OF THE ORIGINAL TO PROVE THE CONTENTS HEREOF AND SAID PARTIES HEREBY IRREVOCABLY WAIVE ANY OBJECTION TO INTRODUCTION INTO EVIDENCE OF SUCH A COPY. MAKER, AND EACH GUARANTOR AND OTHER SURETY FURTHER ACKNOWLEDGE AND AGREE THAT LENDER WILL RELY UPON THE WAIVERS AND ACKNOWLEDGEMENTS SET FORTH IN THIS NOTE IN MAKING THE LOAN(S) TO THE MAKER EVIDENCED BY THIS NOTE.

24. Commercial Transaction Waiver of Prejudgment Remedy Waiver. THE MAKER AND EACH GUARANTOR AND OTHER SURETY OF THIS NOTE (1) ACKNOWLEDGE THAT THE ADVANCES EVIDENCED BY THIS NOTE ARE PART OF A COMMERCIAL TRANSACTION AND (2) TO THE EXTENT PERMITTED BY ANY STATE OR FEDERAL LAW, (INCLUDING, WITHOUT LIMITATION, CONNECTICUT GENERAL STATUTES SECTIONS 52-278a to 52-278g, INCLUSIVE) WAIVE THE RIGHT ANY OF THEM MAY HAVE TO PRIOR NOTICE OF AND A HEARING ON THE RIGHT OF ANY HOLDER OF THIS NOTE TO ANY REMEDY OR COMBINATION OF REMEDIES THAT ENABLES SAID HOLDER, BY WAY OF ATTACHMENT, FOREIGN ATTACHMENT, GARNISHMENT OR REPLEVIN, TO DEPRIVE MAKER, ENDORSER, GUARANTOR OR SURETY OF ANY OF THEIR PROPERTY, AT ANY TIME, PRIOR TO FINAL JUDGMENT IN ANY LITIGATION INSTITUTED IN CONNECTION WITH THIS NOTE.

25. Jury Trial Waiver. THE MAKER, AND EACH GUARANTOR AND OTHER SURETY OF THIS NOTE VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST THE LENDER, THE MAKER OR ANY GUARANTOR OR OTHER SURETY IN RESPECT OF THIS NOTE OR ARISING OUT OF ANY LOAN DOCUMENTS, INSTRUMENT OR AGREEMENT EVIDENCING, GOVERNING OR SECURING THIS NOTE.

WITNESS the execution hereof under seal this 23rd day of May, 2018

FRED'S SERVICE CENTER, INC

By: [Signature]
Name:
Title:
Duly Authorized

Witness:

[Signature]

By: [Signature]
Name:
Title:
Duly Authorized

Witness:

[Signature]