

REVOLVING CREDIT PROMISSORY NOTE**\$2,000,000.00**

_____, 202____

FOR VALUE RECEIVED, Rannie Webster Holding Corporation, a New Hampshire nonprofit corporation with a principal place of business at 795 Washington Road, Rye, New Hampshire 03870 (hereinafter the “Borrower”), unconditionally promises to pay to the order of **SilverStone by Hunt**, a New Hampshire nonprofit corporation with a primary business address at 10 Allds Street, Nashua, New Hampshire 03060 or its successors and assigns (hereinafter the “Lender”), at such office or other place as the Lender or other holder hereof (the Lender, or any successors, assigns or transferee may (hereinafter be referred to as “Holder”) may from time to time direct in writing, in lawful money which, at the time or times of payment, in the legal tender for public and private debts in the United States of America, the principal sum of **Two Million and No/100 Dollars (\$2,000,000.00)**, or such other amount as may be recorded in the Borrower’s Loan Account (hereinafter defined), plus interest thereon, in the manner and at the rate hereinafter set forth.

1. Definitions. As used herein the following terms shall have the following meanings. All other Terms used herein shall have the meaning as set forth in that certain Revolving Credit Loan Agreement of even date herewith between the Lender and the Borrower.:

“Business Day” means: any day which is neither a Saturday or Sunday nor a legal holiday on which commercial banks are authorized or required to be closed in New Hampshire.

“Indebtedness” means the principal sum of Two Million and No/100 Dollars (\$2,000,000.00), or so much thereof as may be outstanding from time to time, together with interest thereon at the rate stated herein, and any other amounts which may become due and payable under this Note or any other Loan Document.

“Loan Account” means an account or record opened through the Lender in which a record shall be kept of all advances made by the Lender to the Borrower under or pursuant to this Note and all payments thereon.

“Loan Documents” means this Note, the Loan Agreement, and any other documents evidencing, securing, or otherwise delivered to the Lender in connection with the obligations hereunder, and all other documents related thereto. Terms not defined herein shall have the definition used in the Loan Agreement.

“Maturity Date” means that day which is the fifteenth day of the first month after the fifteenth year anniversary of this Note.

2. Interest Rate. The interest rate applicable hereunder shall be a fixed rate equal to the Wall Street Journal Prime Rate on that day which is three years from the date of this Note.

3. Repayment. There shall be no interest charged during the first three (3) years of this Note. Interest will commence to accrue on the outstanding principal balance beginning on that date which is three years from the date of this note.

Payments of principal and interest shall commence on the fifteenth day of the first month following the three year anniversary date of this Note and shall consist of:

- a) Interest which has accrued during the preceding month; and
- b) Principal in an amount equal to the then outstanding principal balance on the first day of the month divided by the number of months remaining between the scheduled payment date and the Maturity Date. Notwithstanding the foregoing, no payment shall be due for any month if the Borrower does not have thirty-days Cash on Hand on the tenth day of the month in which the monthly payment is due; in such case, interest shall accrue and payments of principal and interest shall be suspended until such time as the Borrower has thirty-days cash on hand on the tenth day of a calendar month and in such case, payments shall resume and all subsequent payments shall be in an amount equal to the outstanding principal balance plus accrued interest divided by the number of months from (and including) the due date of the payment and the Maturity Date.

If this Note or any payment due hereunder becomes due on a day which is not a Business Day, the due date of such payment shall be extended to the next Business Day and such extension shall be included in computing interest.

This Note shall mature twelve (12) years from date that principal payments begin, at which time all principal and interest then outstanding shall be immediately due and payable.

4. Line of Credit. The Note is a revolving line of credit, and the Borrower may draw from the available principal, all in accordance with the terms of the Loan Agreement between Borrower and Lender of or about even date, provided that the Borrower is not in default of this Note or any Loan Document and such advances/disbursements comply with the terms of the Loan Agreement.

5. Prepayment. Borrower may prepay this Note at any time without fee or premium. The principal amount prepaid may, at any time, be re-borrowed until the maturity.

6. Interest Basis. Interest on the outstanding principal balance of the Indebtedness, as set forth above, shall be calculated for actual days elapsed on the basis of a 360 day year.

7. Method of Payment. All payments due hereunder shall be made to Lender in cash, via wire transfer, or via bank/treasurer's checks.

8. Collateral. Payment of the principal and the interest of this Note and all other sums which may become due and payable hereunder and the performance of all other obligations set forth hereunder, are not secured by any collateral.

9. Events of Default. Any of the following shall constitute an Event of Default hereunder subject to any applicable grace period:

- a) The failure of Borrower to make any payment required under the terms of this Note; or

b) The occurrence of any Event of Default as described in the Loan Agreement of even date.

10. Remedies on Default. Upon the occurrence of any Event of Default and the expiration of any applicable grace periods (and at the option of any Holder of this Note which may be exercised immediately or at any time thereafter so long as the Event of Default continues), all obligations of the Borrower represented hereby may be accelerated by Holder and shall become immediately due and payable without notice or demand and such Holder shall then have, in any jurisdiction where enforcement thereof is sought, all rights and remedies provided herein or in any other Loan Document or other instrument given by the Borrower to the Lender, including all rights and remedies available at law or in equity. In addition to the rights referenced above, upon an Event of Default, Holder is hereby authorized, at any time and from time to time, without prior notice of any kind (any such notice being hereby expressly waived), to set off and apply any and all deposits (general or special, time or demand, final or provisional) at any time held and any other credits or liabilities at any time due to or for the credit of the Borrower, against any and all of the obligations of the Borrower now or hereafter existing, arising hereunder or otherwise, irrespective of whether or not the Holder shall have made any demand hereunder or otherwise, and although such obligations may be unmatured. The Holder shall promptly notify the Borrower after any such set-off and application, provided that the failure by the Lender to give such notice shall not affect the validity of any such set-off and application.

11. No Rights of Set-Off by Borrower. No payment of principal hereof or interest hereon shall be subject to set-off, reduction or recoupment by Borrower for any cause whatsoever relating to or based on dealings between Borrower and the Lender or any subsequent Holder.

12. Costs of Collection. Should the Indebtedness or any part thereof be collected by action at law, or in bankruptcy, receivership or other court proceedings, or should this Note be placed in the hands of an attorney for collection after default, whether or not suit is filed hereon Borrower agrees to pay, upon demand by the Holder, in addition to principal and interest and other sums, if any, due and payable hereon, court costs and reasonable attorney's fees and other collection charges.

13. Payments by Lender. In the event Lender is authorized to pay, on behalf of Borrower, charges for which the Borrower, is obligated to pay (including but not limited to insurance premiums), then Lender may treat those payments as advances and add them to the unpaid principal due under this Note and shall accrue interest in accordance with the terms hereof, or demand immediate payment of the charges.

14. Financial Information. Borrower agrees to provide Holder, upon request, any financial statement or information required by the Loan Documents. Borrower hereby warrants that the financial statements and information provided to the Holder are or will be accurate, correct and complete to the best of its knowledge and belief.

15. Application of Payment. Every payment hereunder shall be applied first to costs of collection; second to amounts (other than principal and interest) due hereunder, or under any other Loan Document; third to interest accrued hereon to the date due; and the balance, if any, to principal, except, if the Borrower is in default under the terms of this Note or any related Loan Document,

Holder may apply said monies in a manner it deems reasonable.

16. Waiver of Defenses.

a) No delay or omission on the part of the Holder in exercising any right, privilege or remedy shall impair such right, privilege or remedy or be construed as a waiver thereof or of any other right, privilege or remedy. No waiver of any right, privilege or remedy or any amendment or modification to or extension or renewal of this Note shall be effective unless made in writing and signed by the Holder. Under no circumstances shall an effective waiver of any right, privilege or remedy on any one occasion constitute or be construed as a bar to the exercise of or a waiver of such right, privilege or remedy on any future occasion. The acceptance by the Holder of any payment after any default hereunder shall not operate to extend the time of payment of any amount then remaining unpaid hereunder or constitute a waiver of any rights of the Holder under this Note.

b) All rights and remedies of the Holder, whether granted herein or otherwise, shall be cumulative and may be exercised singularly or concurrently.

c) THE BORROWER AND THE HOLDER MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF HOLDER RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, THE BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, ENHANCED COMPENSATORY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE BORROWER CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF HOLDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT HOLDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR HOLDER TO ACCEPT THIS AGREEMENT AND MAKE THE LOAN.

17. Commercial Instrument. Borrower hereby confirms to Lender that proceeds of this loan are for commercial purposes, and not for consumer, household or family purposes.

18. Applicable Law. All agreements between the Borrower and the Holder are hereby expressly limited so that in no event whatsoever, whether by reason of acceleration of maturity of the Indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Holder evidenced hereby exceed the maximum permissible under applicable law. As used herein, the term

“applicable law” shall mean the law in effect as of the date hereof provided, however, that in the event there is a change in the law which results in a higher permissible rate of interest, then this Note shall be governed by such new law as of its effective date. If any excess interest is herein provided for or collected by the Holder, then neither the Borrower nor any of the Borrower’s successors or assigns shall be obligated to pay the amount of such interest to the extent it is in excess of the amount permitted by law, and any such amount so paid shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest. This provision shall control every other provision of all agreements between the Borrower and Lender.

19. Miscellaneous.

a) In the event any payment of principal or interest received upon this Note and paid by the undersigned, or endorser, shall be deemed by final order of a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under the bankruptcy or insolvency laws of the United States, or otherwise; then in such event, to the extent thereof, the obligation of the undersigned, or endorser shall, jointly and severally, survive as an obligation due hereunder and shall not be discharged or satisfied by said payment or payments, or by the return (by the payee or holder hereof) to said parties of such payment or payments, or of this Note or any endorsement or the like.

b) Except as otherwise provided herein, notices to be given hereunder shall be made in the manner and with the effect provided in this Note and the Loan Documents of or about even date.

c) This Note shall be governed by and interpreted in accordance with the laws of the State of New Hampshire. Borrower hereby agrees that any action under this Note shall be maintained in a court of competent jurisdiction of any such New Hampshire court for all purposes connected herewith.

d) No part of this Note may be changed orally but only by an agreement in writing signed by the party against whom enforcement of any change, waiver, modification or discharge is sought.

e) This Note is fully negotiable and upon negotiation may be enforced by Lender, its successors or assigns, in accordance with its terms.

f) This Note and the provisions hereof shall be binding upon the Borrower and the Borrower’s successors, legal representatives and assigns and shall inure to the benefit of the Holder, the Holder’s successors, legal representatives and assigns.

[SIGNATURE PAGE FOLLOWS]

Executed as of the day and year first above written.

RANNIE WEBSTER HOLDING CORPORATION

By: _____

Name: _____

Title: _____, duly authorized