

by the Company to The National Shawmut Bank of Boston (the "Trustee") and L.H. Baker ("Individual Trustee") as Trustees (collectively the "Trustees"), to which reference is made for a description of the trust estate, the nature and extent of the security, the rights of the owners of the Notes in respect thereof, and the terms and conditions upon which the Notes are issued.

The principal hereof may be declared or may become due on the conditions, in the manner and at the time set forth in the Indenture as supplemented, upon the occurrence of an event of default as in the Indenture provided.

The Company hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for the Company and, with or without complaint filed, confess judgment, or a series of judgments, against the Company in favor of any holder hereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by the holder hereof to or on behalf of the Company pursuant to the terms of this Note or the Indenture together with unpaid interest thereon, costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness, on which judgment or judgments one or more executions may issue forthwith upon failure to comply with any of the terms and conditions of this Note or said Indenture. The Company hereby forever waives and releases all errors in said proceedings, waives stay of execution, the rights of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

This Note is transferable as prescribed in the Indenture by the payee hereof in person, or by his duly authorized attorney, at the principal office of the Trustee in the City of Boston, State of Massachusetts, upon presentation at said office of this Note accompanied by a duly executed written instrument of transfer and upon payment of the charges prescribed in the Indenture, and, thereupon, a new Note or new Notes of the same aggregate principal amount and in authorized denominations will be delivered to the transferee or transferees in exchange for this Note. The Company and the Trustees may deem and treat the payee of this Note as the absolute owner hereof, whether or not this Note is overdue, for the purpose of receiving payment thereof or on account thereof and for all other purposes, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

Any Note, upon surrender thereof at the principal office of the Trustee is exchangeable for a like aggregate principal amount of Notes of other authorized denominations.