

in entering into the transactions evidenced hereby and by the Indenture, the Company was acting as an agent for the account and benefit of such person and that such person was the principal of the Company, in any such case, under any rule of law, statute or constitution, or by the enforcement of any assessment or penalty, or otherwise; provided, however, that nothing contained in this Note or the Indenture shall be taken to (i) prevent recourse to and the enforcement against the Company and the Trust Estate of all liabilities, obligations and undertakings contained in this Note or the Indenture, (ii) prevent recourse to and the enforcement of any liability, obligation or undertaking of any stockholder or subscriber to capital stock upon or in respect of shares of capital stock of the Company not fully paid or (iii) prevent recourse to and enforcement against any corporation, partnership (or any general partner thereof) or individual to which the Trust Estate or any part thereof shall have been transferred, of the obligations undertaken and/or assumed by such corporation, partnership (or any general partner thereof) or individual pursuant to Section 4.6 of the Indenture.

Should the indebtedness represented by this Note or any part thereof be placed in the hands of attorneys for collection after the occurrence of an Event of Default, the Company agrees to pay, in addition to all other sums due hereunder, all costs of collecting this Note including reasonable attorneys' fees and expenses.

This Note shall not be valid until the certificate of authentication hereon shall have been signed by the Trustee.

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