

capital stock, stockholder, stockholder of any stockholder, officer or director of the Company (together with any predecessor or successor corporation), (ii) any corporation, partnership (or any partner thereof) or individual to which the Trust Estate or any part thereof shall have been transferred, or (iii) any person other than the Company on the ground that 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 the enforcement against Lessee of its obligations under the Lease or the Assginment or against Guarantor of its obligations under the Guaranty and the Assignment (as all such terms are defined in the Indenture).

Should the indebtedness represented by this Note

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