

This Note is to be deemed executed and performed in accordance with the laws in the State of New York. In the event any portions hereof are invalid under the laws of any State, such portion shall be deemed deleted and have no effect in such State without effecting any other terms and provisions hereof.

The Notes are subject to prepayment as provided in the Indenture.

This Note shall not be valid or obligatory for any purpose unless and until the Trustee shall have executed the authentication certificate hereon.

IN WITNESS WHEREOF, SECOND LULWORTH PROPERTIES, INC. has caused this Note to be signed in its name by its President or a Vice President and by its Treasurer or an Assistant Treasurer.

Dated: April 1, 1971 SECOND LULWORTH PROPERTIES, INC.

By _____
President

Assistant Treasurer

This Note is one of the Notes referred to in the Indenture described therein.

THE NATIONAL SHAWMUT BANK OF BOSTON

By _____
Authorized Representative