

(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, in connection with the obligations undertaken and/or assumed by such corporation, partnership (or any general partner thereof) or individual pursuant to Section 5.6 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.

IN WITNESS WHEREOF, FOURTH TOTTENHAM PROPERTIES, INC. has caused this 10 3/4% Secured Note Due December 29, 1995 to be duly executed and its corporate seal to be affixed hereto.

Dated: FOURTH TOTTENHAM PROPERTIES, INC.

By _____
Vice President

ATTEST:

Assistant Secretary

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Note is one of the 10 3/4% Secured Notes Due December 29, 1995 described in the within-mentioned Indenture.

THE NATIONAL SHAWMUT BANK OF BOSTON
as Trustee

By _____
Authorized Officer