

for or in replacement of any such notes and any renewal or extension of any of the foregoing (the notes of each such Series so issued originally or in exchange or replacement or any such renewal and extension thereof being herein called a "Series of Notes", the Series C-3 Notes being herein called the "Notes of the Present Series", and the Notes of each Series which at any time may be issued and outstanding and secured by the lien of this Mortgage (by supplement hereto or otherwise) being herein collectively called the "Notes") and to secure the payment of all other indebtedness which this Mortgage by its terms secures and the performance of and compliance with all of the terms hereof, the Company does hereby grant, bargain, sell, mortgage, warrant, pledge, assign, transfer and convey to the Mortgagee and its successors and assigns, forever, the following property:

(a) the 72 separate service station premises, described in Schedule A attached hereto together with all buildings, structures and other improvements now or hereafter located on such premises, and all fixtures now or hereafter located in or used or procured for use in connection with any such buildings, structures or improvements, but only to the extent that the same constitute real property and interests in real property (herein, together with any service station premises substituted therefor in accordance with section 8, collectively called the "Properties") subject to Permitted Exceptions;

(b) all rights of way or use, servitudes, licenses, easements, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to the Properties; and

(c) all of the Company's right, title and interest, as lessor in and to the composite lease covering the Properties (the "Lease"), dated as of the date hereof, between the Company and Clark Oil & Refining Corporation (the "Lessee"), a Wisconsin corporation, of Milwaukee, Wisconsin including, without limitation all rentals, amounts of purchase price and other sums payable by the Lessee thereunder, which Lease is subject and subordinate to this Mortgage;

TO HAVE AND TO HOLD the same unto the Mortgagee and its successors and assigns, forever;