

Trust Company and S. A. Clark, as Trustees (the "Trustees"), as amended (such Agreement as amended being called the "Trust Agreement"), and secured by (i) a First Mortgage and Deed of Trust (the "Mortgage"), dated as of December 1, 1970, as from time to time supplemented, from the Company to the Mortgagee, mortgaging certain gasoline service station properties, (ii) an Assignment of Lease and Consent (the "Assignment"), dated as of such date, from the Company to the Mortgagee, assigning the Company's interest in a composite Lease of such properties by the Company, as lessor, to Clark Oil & Refining Corporation ("Clark"), as lessee, and the rents and other sums payable thereunder, and (iii) certain other first mortgages and deeds of trust (the "Other Mortgages") from the Company to the Mortgagee mortgaging certain

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other gasoline service station properties. The holder hereof is entitled to the benefits of the Trust Agreement, the Mortgage, the Assignment and the Other Mortgages and may enforce the agreements of the Company and Clark contained therein and exercise the remedies provided for thereby or otherwise in respect thereof, all in accordance with the terms thereof.

This Note is subject to prepayment as provided in the Mortgage.

Should the indebtedness represented by this Note, or any part thereof, be collected at law or in equity, or in bankruptcy, receivership or other court proceeding, or this Note be placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal and interest due and payable hereon, all costs of collecting or attempting to collect this Note including attorneys' fees.

In case any Event of Default (as defined in the Mortgage) shall occur, the unpaid balance of the principal of this Note may be declared due and payable in the manner and with the effect provided in the Mortgage.

CLARK-OWENS OIL CORP.

By.....
President