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Cook County Recorder 53.50

DOCUMENT PREPARED BY AND
Recording Requested By and
When Recorded - Main To:



Pennzoil Lube Center Acceptance Corporation
c/o CITICORP North America, Inc.
2600 Michelson Drive, Suite 1200
Irvine, California 92612
Attention: Compliance Officer

PROPERTY:
Dobis Oil and Lube, Inc.
1450 Sibley Blvd., Calumet City
Cook County, IL

(Space above this line for Recorder's Use)

LTIC - COMMERCIAL BE
CASES No (98-12855) + 98-12856 (7) of 7
LANDLORD'S CONSENT

This Landlord's Consent ("Agreement") is given by Jiffy Lube International of Maryland, Inc. ("Landlord") in favor of Pennzoil Lube Center Acceptance Corporation, a Nevada corporation ("PLCAC").

RECITALS

WHEREAS, Landlord is the lessor under that certain lease described on Exhibit B attached hereto (the "Lease") with the lessee described on Exhibit B ("Tenant") pursuant to which Landlord leased to Tenant certain real property located at the City or County and State identified on Exhibit B (the "Premises"), said Premises being more particularly described in the Lease and in Exhibit A attached hereto.

WHEREAS, Tenant has entered into certain financing arrangements with PLCAC and, as a condition to PLCAC's loan and other financial accommodations to Tenant, PLCAC requires, among other things, liens on all of Tenant's interest in the Lease, the Premises and all of Tenant's property including, without limitation, trade fixtures and equipment, inventory and operating licenses and permits now or at any time hereafter located on or used in connection with the Premises (collectively, the "Collateral").

NOW, THEREFORE, in order to induce PLCAC to establish or continue such financing arrangements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord represents and agrees as follows:

Lawyers Title Insurance Corporation

1. Landlord represents that (i) Landlord is the current sublessor under the Lease, (ii) the Lease is in full force and effect and has not been amended, supplemented or otherwise modified except as set forth above, and (iii) to the best of Landlord's knowledge, there are currently no defaults under the Lease.

2. Landlord consents to the execution, delivery and performance by Tenant of a collateral assignment, mortgage or deed of trust in favor of PLCAC of Tenant's interest in the Lease and a security agreement in favor of PLCAC on the other Collateral (collectively, the "Security Documents"), and Landlord agrees that the execution, delivery and performance of the Security Documents by Tenant and PLCAC will not constitute a breach of, or default under, or modify the terms of the Lease. Landlord agrees that nothing contained in this consent shall be construed as an assumption by PLCAC of any obligations of the Tenant contained in the Lease. Landlord acknowledges that it has no security interest in the Collateral as of the date of this Agreement and agrees that any security interest in the Collateral it acquires after the date of this Agreement will be subordinate to the security interest granted to PLCAC in the Security Documents.

3. Landlord agrees that none of the Collateral located on the Premises, notwithstanding the manner in which any of the Collateral may be affixed to the Premises, shall be deemed to be fixtures or constitute part of the Premises, except to the extent heretofore provided in the Lease or in any underlying prime lease.

4. Landlord agrees that it will notify PLCAC upon the occurrence of any material breach or default by Tenant of any provision of the Lease, at the same time and in the same manner as a similar notice is given to Tenant, and hereby grants PLCAC the right (but acknowledges that PLCAC has no obligation) to cure such default within the same number of days after such notice that Tenant has to cure such default under the Lease (a "Cure Period"), before Landlord exercises its remedies under the Lease (including any right to terminate the Lease), *provided* that Landlord shall have no liability to PLCAC if Landlord fails to deliver any such notice to PLCAC, but *provided further* that Landlord may not exercise any remedy under the Lease until Landlord has delivered to PLCAC such a notice and the relevant Cure Period has expired. If the Lease provides no cure period or the default by its nature cannot be cured, Landlord agrees not to terminate the Lease as to PLCAC (although it may do so as to Tenant) until thirty (30) days after PLCAC's receipt of such notice, so long as Landlord continues to receive rent and other amounts due under the Lease.

5. If Tenant defaults on its obligations to PLCAC and, as a result, PLCAC undertakes to enforce its security interest in the Collateral, then at any time before expiration or termination of the Lease, Landlord will permit PLCAC and its agents to enter upon and remain on the Premises to remove or otherwise dispose of the Collateral, provided (i) Landlord receives when due the rental and other amounts due under the Lease for the period of time PLCAC uses the Premises and (ii) any damages to the Premises caused by removal of the Collateral are repaired.

6. Landlord agrees that PLCAC or Tenant may assign the Lease or sublet the Premises for operation of a "Jiffy Lube" service center pursuant to a franchise agreement with Jiffy Lube International, Inc., to any entity with the consent of Landlord, which consent may be granted or

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withheld according to the standards generally used by Jiffy Lube International, Inc., in determining whether to grant a franchise, but will not be unreasonably conditioned, withheld or delayed. If the Lease has not been assigned, or the Premises sublet, for operation as a "Jiffy Lube" service center within 180 days of the date on which PLCAC gives notice to Jiffy Lube that Tenant has defaulted on its obligations to PLCAC and, as a result, PLCAC has undertaken to enforce its security interest in the Collateral, then (i) PLCAC may assign the Lease or sublet the Premises for any purpose, provided that (ii) if PLCAC receives an offer to acquire such an assignment or sublease, which offer PLCAC is willing to accept, PLCAC shall give Jiffy Lube written notice of the terms of the proposed assignment or sublease and Jiffy Lube shall have 10 business days within which to exercise a right of first refusal to accept such assignment or sublease on the same terms as proposed by the offeror. Landlord acknowledges and agrees that the premises may be closed for the period of time necessary to enable any such assignee or sublessee to make alterations to or otherwise adapt the Premises to its intended use.

7. Any notice(s) required or desired to be given hereunder to PLCAC shall be directed to Pennzoil Lube Center Acceptance Corporation c/o Citicorp North America, Inc., at 2600 Michelson Drive, Suite 1200, Irvine, California 92612 to the attention of Vice President CSOF Structured Programs, and except as provided to the contrary in the Agreement, shall be sent by prepaid certified or registered mail return receipt requested, or delivered to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees.

8. Landlord shall use reasonable efforts to notify all successor owners, transferees, purchasers and mortgagees of the Premises of the existence and terms of this Agreement.

9. The agreements contained herein may not be modified or terminated orally and shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of PLCAC and its successors and assigns.

10. The agreements contained herein shall continue in full force and effect until PLCAC has confirmed in writing, that all of Tenants' obligations and liabilities to PLCAC are paid and satisfied in full and all financing arrangements between PLCAC and Tenant have been terminated, whereupon PLCAC shall promptly and its expense cause its recorded interest in the Premises to be discharged.

11. THIS AGREEMENT SHALL NOT IMPAIR OR OTHERWISE AFFECT TENANT'S OBLIGATIONS TO PAY RENT AND ANY OTHER SUMS PAYABLE BY TENANT PURSUANT TO THE TERMS OF THE LEASE.

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Executed and delivered as of the 11th. day of December, 1998, at
Houston, Texas.

Corporation Landlord

JIFFY LUBE INTERNATIONAL
OF MARYLAND, INC.

By: [Signature]

Name Gregory A. Bissett

Title: Vice President

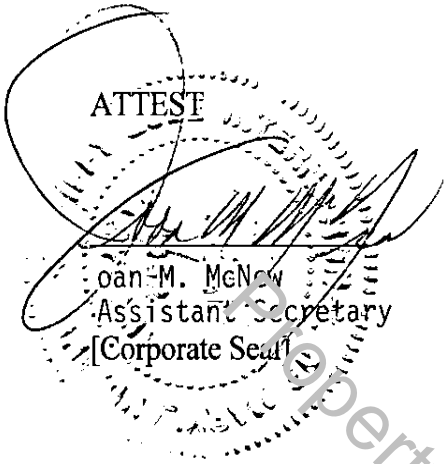
Address for Notices(s);

700 Milam Street

Houston, TX 77002

Attention: Vice President - Legal

Telecopies: 713/546-6405



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ACKNOWLEDGMENT

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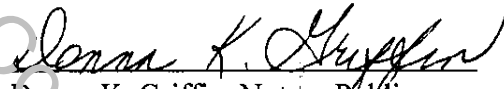
STATE OF TEXAS

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§
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COUNTY OF HARRIS

I, Donna K. Griffin, a Notary Public, do hereby certify that Gregory D. Bassett personally came before me this day and acknowledged that he is Vice President of Jiffy Lube International of Maryland, Inc., a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, and attested by himself as its Vice President.

WITNESS my hand and official seal this 11th day of December, 1998


Donna K. Griffin, Notary Public

My Commission Expires: March 23, 2002



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10/10/2019

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Exhibit A

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Legal Description

Lots 21, 22, 23, 24 and 25 in Block 1 in Calumet City Subdivision, being a subdivision of the South East 1/4 of the North East 1/4 of Section 12, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 1450 Sibley Blvd., Calumet City, IL 60409

Real Estate Tax Index No(s): 29-12-231-017; 29-12-231-016; 29-12-231-015; 29-12-231-014
29-12-231-013

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Exhibit B

Description of Lease

Location of Premises: State - Illinois
County - Cook
City - Calumet City

Common Address: 1450 Sibley Blvd., Calumet City, IL 60409

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EXHIBIT B

STORE #174

SUBLEASE AGREEMENT

This Sublease Agreement (the "Sublease") is made and entered into this 20th day of November, 1994 by and between Jiffy Lube International of Maryland, a Maryland corporation (hereinafter referred to as "Landlord"), and Dobis Oil and Lube, Inc., a Indiana corporation (hereinafter referred to as "Tenant").

WITNESSETH: Landlord, for and in consideration of the rents, covenants, agreements and conditions herein contained on the part of Tenant to be paid, kept, observed and performed, does hereby sublease to Tenant, and Tenant does hereby take and Sublease from Landlord, subject to the terms and conditions of this Sublease, the Leased Premises.

1. Definitions

As used in this Sublease the following words and phrases shall have the meanings indicated:

(a) Leased Premises: The land and building leased by Landlord from the Prime Landlord pursuant to the Prime Lease. For reference, the Leased Premises are known as 1450 Sibley Blvd., Calumet City, Illinois 60409.

(b) Lease Commencement Date: The Lease commencement date is the later of the date of this Sublease or the commencement date under the Prime Lease.

(c) Term: The period specified in Section 2 of this Sublease, including any extension of the term of the Prime Lease resulting from Landlord's exercise of a renewal option pursuant to Section 11 of this Sublease.

(d) Prime Lease: The Lease including amendments, if any, attached as Exhibit A to this Sublease pursuant to which the Landlord leases the Leased Premises.

(e) Prime Lease Rent: The amount of rent due to the Prime Landlord from time to time under the terms of the Prime Lease, including percentage rent, if any.

(f) Prime Landlord: The landlord from time to time under the Prime Lease.

(g) Franchise Agreement: The Franchise Agreement between Jiffy Lube International, Inc. and Tenant pursuant to which Tenant is granted a "Jiffy Lube" franchise for the Leased Premises.

2. Term of Sublease

The term of this Sublease shall commence on the Lease Commencement Date and shall expire at midnight on the day before the last day of the term of the Prime Lease or on the earlier termination of the Franchise Agreement or Prime Lease.

3. Rent

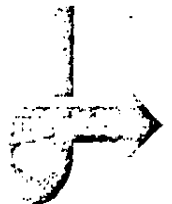
Starting on the Lease Commencement Date and continuing during the Term of this Sublease, Tenant shall pay in equal monthly installments as Base Rent hereunder 102% of the Prime Lease Rent. If the Prime Lease provides for a percentage rent, Tenant shall account for, report and pay the percentage rent due hereunder within the time periods set forth in the Prime Lease.

Rent shall be due and payable to Landlord on the first day of each month of the Term without any set off or deduction. All sums not paid by Tenant within ten (10) days of the due date shall bear interest at the rate of 2% per month calculated from the due date. Such interest shall be payable as additional rent. If the Prime Lease provides for a greater amount of interest or a greater late charge than set forth above, then the interest amount or late charge in the Prime Lease shall prevail. Tenant shall pay, as additional rent any and all taxes, assessments, water rates, levies and other charges levied, imposed, assessed or charged upon the premises by any governmental or authority and any such taxes, assessments, rates, levies or charges imposed upon the Landlord by virtue of the Prime Lease.

Tenant shall pay for all utilities used or consumed on the Leased Premises including but not limited to gas, water, sewer service, electric, steam, and telephone service.

4. Use of Leased Premises

(a) Tenant shall use and occupy the Leased Premises solely for the purposes permitted by the Franchise Agreement and the Prime Lease. Tenant shall not use or permit or suffer the use of the Leased Premises for any other purpose. In the event of a conflict between the use provisions of the Franchise Agreement and the Prime Lease, Tenant shall comply with the Franchise Agreement unless such compliance would cause a default or termination of the Prime Lease.



(b) Throughout the Term, Tenant covenants and agrees, at its cost and expense, to perform, observe and comply with all of the terms, covenants and conditions to be performed, observed or complied with by the Tenant under the Prime Lease with respect to the use, maintenance and repair of the Leased Premises.

(c) Tenant shall pay directly to the utility companies or governmental units promptly as and when due all charges for electricity, gas, refuse collection and telephone used, or consumed on or in connection with the Leased Premises, except for any such charges to be paid in whole or in part by the Prime Landlord under the Prime Lease.

5. Alterations

Tenant may not make any alterations or additions to the Leased Premises unless Tenant has prior written consent of Landlord and unless Tenant complies with the terms of the Franchise Agreement and the Prime Lease, including, if so required, obtaining the prior written consent thereto of the Prime Landlord. All such alterations and additions shall be made in accordance with the terms of the Prime Lease and the Franchise Agreement.

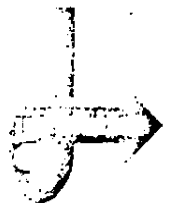
6. Insurance

(a) Tenant, at Tenant's sole cost and expense, shall obtain and maintain in effect at all times during the Term, policies providing the insurance coverage required to be maintained by the Tenant under the Prime Lease and the Franchise Agreement. Tenant shall comply with all provisions relating to insurance contained in the Prime Lease and the Franchise Agreement. Copies of all insurance policies shall be delivered to Landlord. In the event that the amount of the insurance coverage required by the Franchise Agreement is higher than that required by the Prime Lease, Landlord may require Tenant to obtain that higher coverage.

(b) All insurance policies required to be procured by Tenant under this Sublease shall comply with the applicable requirements of the Prime Lease and at Landlord's option, the Franchise Agreement and, in the case of public liability insurance policies, shall name the Prime Landlord, the Landlord and Jiffy Lube International, Inc. as additional named insured.

7. Damage by Fire of Other Casualty

(a) Tenant shall give prompt notice to Landlord and the Prime Landlord in case of any fire or other damage to the Leased Premises. If the Leased Premises are damaged by fire or other casualty to such an extent that the Prime Landlord is entitled to, and does, terminate the Prime Lease, this Sublease shall terminate on the same date on which the Prime Lease is



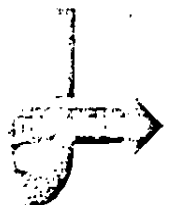
terminated. If the Leased Premises, or any portion thereof, are damaged by fire or other casualty and if, under the terms of the Prime Lease, the Tenant thereunder would have the right to terminate the Prime Lease, then, in that event, Tenant shall have the right to terminate this Sublease by written notice to the Landlord given at least five (5) days prior to the expiration of the period of time in which the Tenant under the Prime Lease must notify the Prime Landlord to terminate the Prime Lease.

(b) If any damage by fire or other casualty shall render the Leased Premises untenable in whole or in part, a proportionate abatement of the Rent based upon the area rendered untenable shall be allowed to the extent such abatement is allowed by the Prime Lease (and the same proportionate abatement of the Additional Rent shall be allowed) until substantial completion of the repair or restoration work to be done by the Prime Landlord in the Leased Premises, or, in the event the Prime Landlord elects to terminate the Prime Lease or the Tenant elects to terminate this Sublease, until said date of termination. If this Sublease is not terminated after damage by fire or other casualty, the provisions of the Prime Lease shall govern the restoration and repair of the damage, except that Tenant shall, at its cost and expense, perform any restoration and repair to be performed by the Tenant under the Prime Lease.

(c) Upon termination of this Sublease by either Landlord or Tenant in accordance with the provisions of this paragraph, all right, title and interest of Tenant in and to any insurance proceeds shall be promptly assigned by written instrument to Landlord and any insurance proceeds less and except insurance proceeds for Tenant's personalty or inventory held by Tenant, shall be promptly paid to Landlord.

8. Condemnation

(a) If all or substantially all of the Leased Premises shall be taken in condemnation proceedings or by exercise of any right of eminent domain, or by a private purchase in lieu thereof, then this Sublease shall terminate and expire on the date of such taking or purchase and Tenant shall, in all other respects, keep, observe and perform all other terms, covenants and conditions of this Sublease up to the date of such taking. The net proceeds of any award or other compensation payable in connection with such taking or purchase shall be paid in the manner specified in the Prime Lease. However, Tenant shall have the right to claim, prove and receive in the condemnation proceeding such awards as may be allowed for Tenant's separate property, such as fixtures and other equipment installed in the Leased Premises which, under the terms of this Sublease, will not become the property of the Landlord or the Prime Landlord upon the termination of this Sublease.



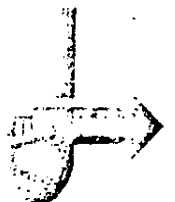
(b) If less than all or substantially all of any of the Leased Premises shall be taken in condemnation proceedings or by exercise of any right of eminent domain, or by a private purchase in lieu thereof, the following provisions shall apply: (i) if the taking is of such a nature that the Prime Landlord is entitled to, and does, terminate the Prime Lease, this Sublease shall terminate on the same date on which the Prime Lease is terminated and subsection (a) shall apply; (ii) if the taking is of such a nature that the Tenant under the Prime Lease would be entitled to terminate the Prime Lease and if, within fifteen (15) days after receiving written notice of the proposed taking, the Tenant requests Landlord as Tenant under the Prime Lease, to terminate the Prime Lease, Landlord will, promptly after being requested by Tenant to do so, terminate such Prime Lease, this Sublease shall terminate and subsection (a) shall apply; and (iii) if the taking is of such a nature that neither the Prime Landlord nor the Tenant under the Prime Lease would be entitled to terminate the Prime Lease, or if the taking is of such a nature that the Prime Landlord is entitled to terminate the Prime Lease, but it does not do so, or if the taking is of such a nature that the Tenant under the Prime Lease would be entitled to terminate the Prime Lease, but the Tenant does not request Landlord to terminate the Prime Lease pursuant to clause (ii) above within fifteen (15) days after receiving written notice of the taking, then, in any such event, this Sublease shall continue with respect to the portion of the Leased Premises not so taken, the Rent shall be adjusted in the manner provided in the Prime Lease, the Additional Rent shall be adjusted in the same proportions as the Rent, and the provisions of the Prime Lease shall govern the restoration and repair of the Leased Premises, except that Tenant shall, at its cost and expense, perform any restoration and repair to be performed by the Tenant under the Prime Lease.

9. Quiet Enjoyment; Modifications of the Prime Lease

(a) Landlord covenants that Tenant, upon paying the Rent and the Additional Rent, if any, provided for in this Sublease, and upon performing and observing all of the terms, covenants, conditions and provisions of this Sublease on Tenant's part to be kept, observed and performed, shall quietly hold, occupy and enjoy the Leased Premises during the term without hindrance, ejection or molestation by Landlord or any party claiming through or under Landlord.

(b) Landlord will not transfer or assign its interest under the Prime Lease in violation of the terms and conditions of such Prime Lease. Throughout the Term, so long as Landlord is the Tenant under the Prime Lease, Landlord shall perform all covenants contained in the Prime Lease which are inherently capable of being performed only by Landlord.

(c) Landlord shall promptly send to Tenant copies of all notices received by Landlord from the Prime Landlord.



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(d) In the event the Landlord does not comply with the terms of the Prime Lease, Tenant shall have the right to take such action in the name of Landlord as Tenant deems appropriate, provided that such action shall be undertaken at no expense or cost to the Landlord and Landlord is held harmless and indemnified in connection therewith.

10. Surrender of Leased Premises

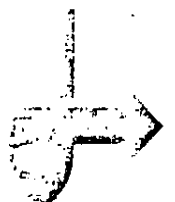
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(a) Tenant shall, on or before the last day of the Term, (i) peaceably and quietly leave, surrender and yield up to the Landlord the Leased Premises, free of subtenancies, broom clean and, subject to the provisions of Section 7, in good order and condition except for reasonable wear and tear, and (ii) at its expense, remove from the Leased Premises its sign and all movable trade fixtures, furniture, equipment and other personal property (all of such property being hereinafter referred to as "Tenant's Property"), provided that Tenant shall promptly repair any damage caused by such removal. Any of Tenant's Property not so removed may, at the Landlord's election and without limiting Landlord's right to compel removal thereof, be deemed abandoned and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit. In addition, Tenant shall have the right to remove all leasehold improvements (if any) originally installed in the Leased Premises by Landlord, as Tenant under the Prime Lease, to the extent Landlord would be entitled to remove such leasehold improvements under the terms of the Prime Lease, and shall be obligated to remove such leasehold improvements to the extent Landlord would be obligated to remove them under the terms of the Prime Lease.

(b) The provisions of this Section shall survive any expiration or termination of this Sublease.

11. Renewal Options in Prime Lease

If (i) the Prime Lease contains one or more renewal options, and (ii) the last day for exercising any such renewal option occurs on or before the end of the Term, the Landlord agrees that, if requested in writing to do so by Tenant at least thirty (30) days before the last day on which such renewal option may be exercised, it will give notice of exercise of the renewal option contained in such Prime Lease to the Prime Landlord within fifteen (15) days after receipt of Tenant's written request to do so and the Term shall automatically be extended for the same period of time during which the term of the Prime Lease is extended as a result of Landlord's exercise of such renewal option.



12. Compliance with Prime Lease

In addition to the other provisions of this Sublease which impose upon the Tenant the obligation to perform and comply with certain specified provisions contained in the Prime Lease throughout the term the Tenant covenants and agrees that it will perform, observe and comply with all of the terms, covenants and conditions to be performed, observed or complied with by the Tenant under the Prime Lease except for those provisions, if any, in the Prime Lease inherently incapable of being performed by Tenant. Tenant agrees to pay to Landlord, as additional rent, all costs and expenses which are payable by the Landlord as Tenant under the Prime Lease within the time limits for payment contained in the Prime Lease. Landlord shall have all of the rights granted to the Prime Landlord under the Prime Lease.

13. Time Limits

Except for instances where a time limit is specifically set forth in the Sublease, if the Prime Lease provides for a time limit for (a) notice to Landlord from Prime Landlord or (b) performance by Landlord, the time limit under this Sublease for the corresponding (x) notice to Tenant from Landlord or (y) performance by Tenant shall be five (5) days less than said time limit in the Prime Lease.

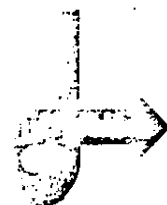
Except for instances where a time limit is specifically set forth in the Sublease, if the Prime Lease provides for a time limit for (a) notice to Landlord from Prime Landlord or (b) performance by Landlord, the time limit under this Sublease for the corresponding (x) notice to Landlord from Tenant or (y) performance by Landlord shall be five (5) days longer than said time limit in the Prime Lease.

14. Tenant's Termination of Franchise Agreement

If Tenant, as Licensee under the Franchise Agreement has voluntarily terminated the Franchise Agreement in accordance with the terms thereof, this Sublease shall also terminate at such time as the Franchise Agreement terminates provided that Tenant shall be required to fulfill all its obligations under this Sublease through the date of and concerning such termination.

15. Default

The default provision in the Prime Lease together with any provision of notice and rights to cure default are incorporated herein. Any event of default under the Prime Lease shall be an event of default herein. Additionally, failure of Tenant to comply with any of the



terms, covenants or conditions of the Sublease for ten (10) days after written notice of such default from Landlord (unless a shorter time limit for such notice is provided in the Prime Lease, in which case the time limited in the Prime Lease shall prevail), shall constitute an event of default herein. Failure of Tenant to cure a default under the Franchise Agreement in accordance with the provisions of the Franchise Agreement shall constitute an event of default under this Sublease. Default under this Sublease shall constitute a default under the Franchise Agreement.

16. Assignment and Subletting

To the extent permitted by the Franchise Agreement, Tenant shall have the right to assign its interest herein to the same person who is assigned Tenant's interest as Licensee under the Franchise Agreement. Tenant shall not otherwise allow or permit transfer of this Sublease or any interest hereunder by operation of law or otherwise, nor assign, sublease, convey, mortgage, pledge or encumber this Sublease or any part thereof by another without, in each case, obtaining Landlord's prior written consent.

17. Assignment by Landlord

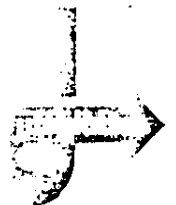
Landlord shall have the right to assign its interests under this Sublease. Upon receipt of notice of such assignment, Tenant shall look solely to the new assignee for the performance of all obligations of Landlord under this Sublease.

18. Security Deposit

Tenant shall pay to Landlord a sum equal to one (1) month's rental in the amount of **\$5,023.11** to be held by Landlord as security for performance by Tenant of all obligations imposed on Tenant hereunder. If Tenant shall perform all such obligations, said sum shall be refunded to Tenant at the termination of this Sublease, without interest. If Tenant shall default in any such obligation, Landlord, in addition to any other remedies it may have, shall be entitled to apply such sum toward Landlord's damages.

19. Tenant's Improvements

Tenant shall promptly install, at Tenant's sole cost and expense, the structures, fixtures, equipment and other property necessary to complete the Premises for the operation of a Jiffy Lube Service Center in accordance with the terms and provisions of the Franchise Agreement. Tenant accepts all risk of loss for Tenant's improvements and understands and acknowledges that Landlord has no liability whatsoever. All such work may be inspected by



Landlord and Tenant agrees to make, at its sole expense, any changes, additions or alterations requested by Landlord. Tenant shall promptly and diligently perform its work hereunder in accordance with all applicable federal, state and local statutes, codes and regulations, and Tenant shall do all that is reasonably necessary to promptly open the Jiffy Lube Service Center as soon as possible after acceptance of the improvements. In no event will Tenant be allowed to operate as a Jiffy Lube Service Center until Landlord has approved of all Tenant's improvements in accordance with this paragraph.

20. General Provisions

(a) The covenants, conditions, agreements, terms and provisions herein contained shall be binding upon and shall inure to the benefit of, the parties hereto and each of their respective successors and assigns.

(b) It is the intention of the parties hereto that this Sublease (and the terms and provisions hereof) shall be construed and enforced in accordance with the laws of the jurisdiction in which the Leased Premises are located.

(c) No notice, request, consent, approval, waiver or other communication which may be or is required or permitted to be given under this Sublease shall be effective unless the same is in writing and is delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (1) if to Landlord, Jiffy Lube International of Maryland, Inc., P. O. Box 2967, Houston, Texas 77052-2967, Attn: Real Estate Dept., or (2) if to Tenant, at the Premises or at any other address that may be given by one party to the other by notice pursuant to this subsection. Such notices, if sent by registered or certified mail, shall be deemed to have been given at the time of mailing.

(d) It is understood and agreed by and between the parties hereto that this Sublease contains the final and entire agreement between said parties, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained.

(e) Wherever appropriate herein, the singular includes the plural and the plural includes the singular.

(f) This Sublease may be executed in several counterparts, but all counterparts shall constitute one and the same instrument.



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(g) If the Prime Landlord commences a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or if a decree or order for relief is entered by the court having jurisdiction in the premises in respect to the Prime Landlord in an involuntary case under the federal bankruptcy laws, as now constituted or hereafter amended, and if such Prime Landlord or its trustee in bankruptcy may reject the Prime Lease, and such rejection, when effective and when Landlord loses the right to possession of the Leased Premises pursuant to such rejection, will terminate this Sublease and all prospective obligations between Landlord and Tenant with regard to this Sublease. Landlord is not required to oppose Prime Landlord's rejection of the Prime Lease in Bankruptcy.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Sublease on the day and year first above written.

WITNESS/ATTEST

Deborah J. Hannah

LANDLORD:
JIFFY LUBE INTERNATIONAL
OF MARYLAND, INC.

By: James M. Wheat
James M. Wheat
Vice President

WITNESS/ATTEST

Frank Barner

TENANT:
DOBIS OIL AND LUBE, INC.

By: James E. Dobis
James E. Dobis
President

Frank Barner

By: Antoinette R. Dobis
Antoinette R. Dobis
Vice President

Attachment: Exhibit A (Prime Lease)
a:ami:cg:#0174-4

