

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made on August 3, 1987, between the CITY OF SAN DIEGO, a municipal corporation ("Landlord"), LA MESA COMMERCIAL CENTER, a California general partnership ("Assignor"), and JIFFY LUBE INTERNATIONAL OF MARYLAND, INC. ("Assignee"), who agree as follows:

R E C I T A L S:

This Assignment of Lease is made with reference to the following facts and objectives:

A. Landlord and Assignor, as Tenant, entered into a written lease approved by Landlord on August 14, 1978, (the "Lease"), in which Landlord leased to Assignor and Assignor leased from Landlord the premises located in the City of San Diego, County of San Diego, State of California as particularly described in Exhibit "A" ("Premises").

B. Assignor desires to assign all its right, title and interest in the Lease to Assignee.

C. Landlord shall consent to the proposed assignment on the conditions set forth in this Assignment.

WHEREAS, the parties hereto agree as follows:

1. Effective Date of Assignment. The assignment in this agreement shall take effect on August 3, 1987, and Assignor shall give possession of the Premises to Assignee on that date ("Effective Date").

2. Assignment and Assumption. Assignor assigns and transfers to Assignee all its right, title and interest in the Lease, and Assignee accepts the assignment and assumes and agrees to perform, from the Effective Date, as a direct obligation to Landlord, all the provisions of the Lease.

3. Landlord's Consent. Landlord consents to the assignment without waiver of the restriction concerning further assignment.

4. Assignor's Liability. Assignor shall be released from any and all future liability or obligation to perform the provisions of the Lease, which liability or obligation arises after the effective date of this Assignment.

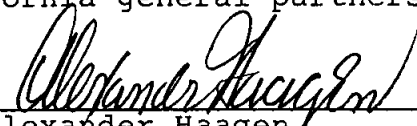
5. Miscellaneous.

(a) Attorneys' Fees. If any party commences any action against any of the parties arising out of or in connection with this Assignment of Lease, the prevailing party or parties shall be entitled to recover from the losing party or parties reasonable attorneys' fees and costs of suit.

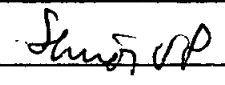
(b) Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth in the introductory paragraph of this assignment. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

(c) Counterparts. This Assignment may be signed by the parties in different counterparts and the signature pages combined to create a document binding on all parties.

LA MESA COMMERCIAL CENTER, a
California general partnership

By: 
(SP) Alexander Haagen
Its: Managing General Partner
"Assignor"

JIFFY LUBE INTERNATIONAL OF
MARYLAND, INC.

By: 
Its: 

By: _____
Its: _____

"Assignee"

(Signatures Continued on Following Page)

CITY OF SAN DIEGO, a
municipal corporation

By: *[Signature]*

Its: *Deputy City Manager*

By: _____

Its: _____
"Landlord"

APPROVED AS TO FORM AND
LEGALITY THIS 27 DAY
OF July, 1987

[Signature]
CITY ATTORNEY

Deputy

EXHIBIT "A"

All that portion of the southwesterly 423.10 feet of Lot 103 of La Mesa Colony in the County of San Diego, State of California according to Map thereof No. 876 filed in the office of the County Recorder of San Diego County March 8, 1887 lying northeasterly, northerly and northwesterly of that land described in Resolution recorded December 24, 1970 as File No. 70-2368000 of Official Records.

EXHIBIT "A"

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On August 3, 1987 before me, the undersigned, a Notary Public in and for
said State, personally appeared M. A. Stapleton known to me
to be the Deputy City Manager of
the City of San Diego and
known to me to be the person who executed the within instrument on behalf of said public
corporation, agency or political subdivision, and acknowledged to me that such public
corporation, agency, or political subdivision executed the same.

WITNESS my hand and official seal.

Signature

Lorna M. Murt
Lorna M. Murt

Name (Typed or Printed)



ESTOPPEL CERTIFICATE

The undersigned, La Mesa Commercial Center, a California general partnership ("Lessee"), hereby certifies as follows:

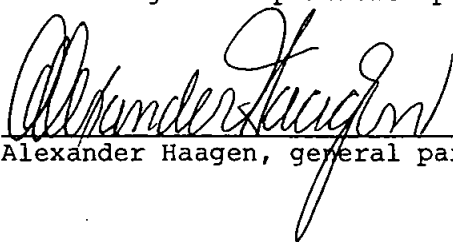
1. That the undersigned is the Lessee under the certain Lease (the "Lease"), executed by the City of San Diego, a municipal corporation ("Lessor") as Lessor and the undersigned as Lessee.
2. That pursuant to the Lease, Lessee has leased the real property situated in the City of La Mesa, County of San Diego, State of California, described and delineated on Exhibit A attached hereto and by this reference made a part hereof; that the expiration date of the Lease is August 10, 2028; that Lessee has paid rent through August 31, 1987; and that the next rental payment in the amount of \$1,141.89 is due on September 1, 1987.
3. That the primary term of the Lease commenced on August 10, 1978, and expires on August 10, 2028.
4. That the Lease is in full force and effect and there are no amendments, modifications or supplements thereto.
5. That Lessor is not in any respect in default in performance of the terms and provisions of the Lease.
6. That Lessee is not in any respect in default under the Lease and has not assigned, transferred or hypothecated the Lease or any interest therein or subleased all or any portion of the demised premises.
7. That there are no offsets or credits against rentals payable under the Lease and no free rent, or concessions, or other inducements, have been granted to Lessee.

8. That except as expressly provided in the Lease, and other documents attached hereto, Lessee does not have any right or option to renew or extend the term of the Lease, nor any preferential right to purchase all or any part of the demised premises.

DATED: August 3, 1987.

"Lessee"

La Mesa Commercial Center, a
a California general partnership

By: 
Alexander Haagen, general partner

ESTOPPEL CERTIFICATE

The undersigned, The City of San Diego, a municipal corporation ("Lessor"), hereby certifies as follows:

1. That the undersigned is the Lessor under the certain Lease (the "Lease"), executed by La Mesa Commercial Center, a California general partnership ("Lessee"), as Lessee, and the undersigned as Lessor.

2. That pursuant to the Lease, Lessor has leased to Lessee the real property situated in the City of La Mesa, County of San Diego, State of California, described and delineated on Exhibit A attached hereto and by this reference made a part hereof; that the expiration date of the Lease is August 10, 2028; that Lessee has paid rent through August 31, 1987; and that the next rental payment in the amount of \$1,141.89 is due on September 1, 1987.

3. That the primary term of the Lease commenced on August 10, 1978, and expires on August 10, 2028.

4. That the Lease is in full force and effect and there are no amendments, modifications or supplements thereto.

5. That Lessor is not in any respect in default in performance of the terms and provisions of the Lease.

6. That Lessee is not in any respect in default under the Lease.

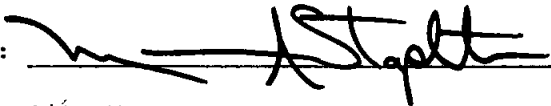
7. That there are no offsets or credits against rentals payable under the Lease and no free rent, or concessions, or other inducements, have been granted to Lessee.

8. That except as expressly provided in the Lease, and other documents attached hereto, Lessee does not have any right or option to renew or extend the term of the Lease, nor any preferential right to purchase all or any part of the demised premises.

DATED: August 14, 1987

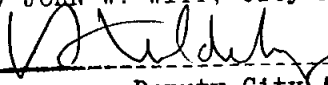
"Lessor"

The City of San Diego,
a municipal corporation

By: 

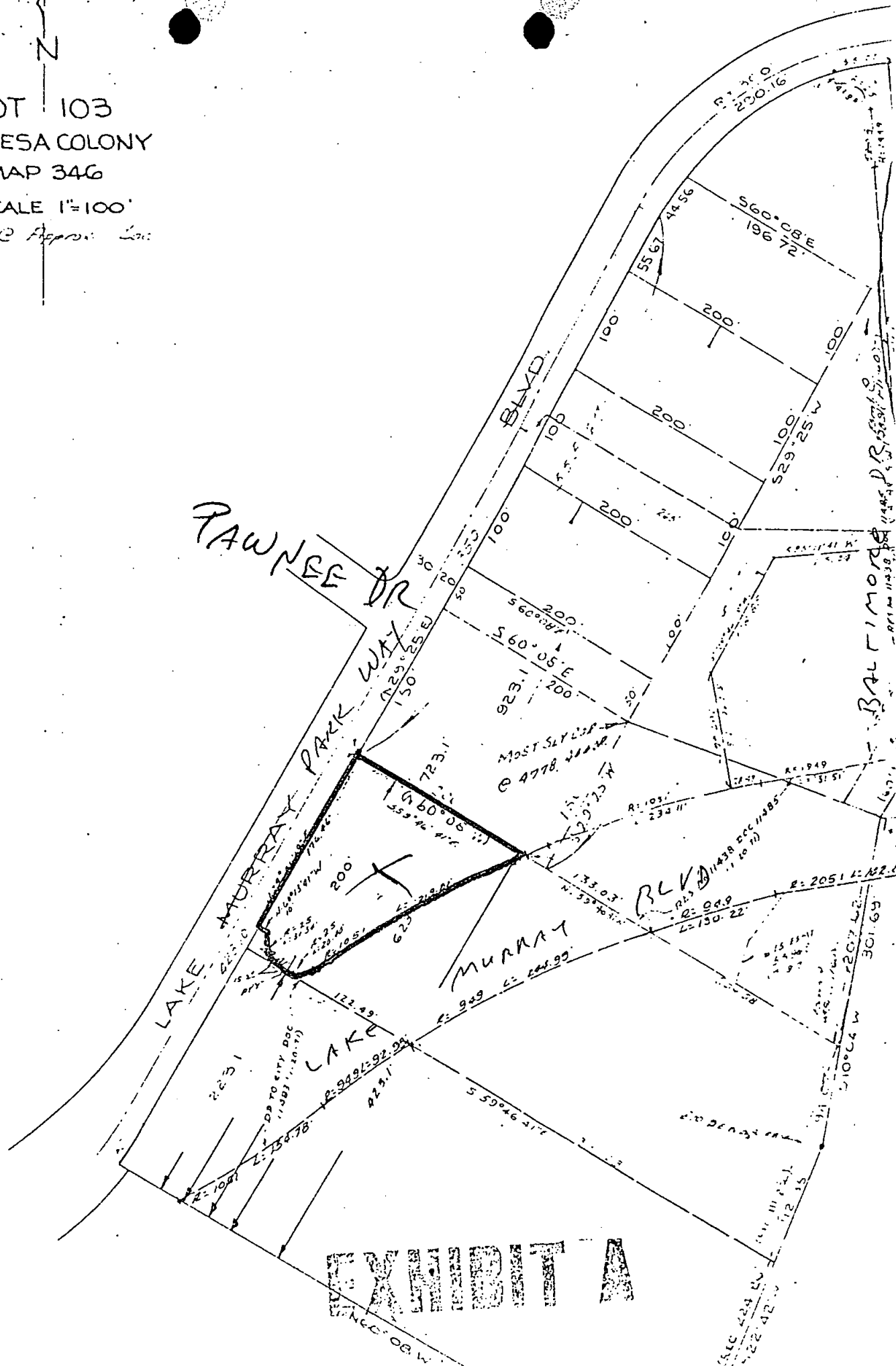
City Manager

APPROVED as
to form by JOHN W. WITT, City Attorney

By: 

Deputy City Attorney

L. Smith Shain & Assoc. Inc.



FIRST AMERICAN TITLE INSURANCE COMPANY

114 East Fifth Street

Santa Ana, California 92701

(714) 558-3211 * (800) 854-3643

E S C R O W I N S T R U C T I O N S

BUYER

Escrow Officer: Bette Hollenbeck

Ref. Number: 1463462 BH

Date: March 20, 1987

TO: FIRST AMERICAN TITLE INSURANCE COMPANY

I hereby agree to purchase the hereinafter described property for a total consideration of \$100,000.00 and will on or before 07/15/87 hand you said consideration which is payable as follows:

(A) \$3,000.00 to be paid outside of escrow when Buyer deposits signed escrow instructions into escrow, balance of the purchase price to be deposited into escrow in good collected funds prior to close of escrow.

I will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me a

() Deed (X) Assignment of Lease () Other
executed by:

LA MESA COMMERCIAL CENTER, A CALIFORNIA GENERAL PARTNERSHIP

and when you can issue your CLTA STANDARD LEASEHOLD coverage form policy of title insurance with liability of \$100,000.00 on the following described property situated in the City of County of SAN DIEGO, State of California:

ALL THAT PORTION OF THE SOUTHWESTERLY 423.10 FEET OF LOT 103 OF LA MESA COLONY IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO MAP THEREOF NO. 876 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 8, 1887 LYING NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY OF THAT LAND DESCRIBED IN RESOLUTION RECORDED DECEMBER 24, 1970 AS FILE NO. 70-236800 OF OFFICIAL RECORDS.

showing title vested in:

JIFFY LUBE INTERNATIONAL OF MARYLAND, INC., A MARYLAND CORPORATION

free of encumbrances except:

1. Non-delinquent General and special taxes for fiscal year 1987-1988
2. The lien of supplemental taxes which may be assessed as a result of revised assessed values.
3. Assessments and/or Bonds to be paid by seller, if any.
4. Covenants, conditions, restrictions, rights of way, easements, and reservations as described in that certain preliminary title evidence, issued, or to be issued, herein, approved by Buyer, as provided in Paragraph B.

(B) Buyer agrees to notify Seller of any objections Buyer may have to title exceptions contained in the title report and underlying documents within thirty (30) days after receipt of the preliminary title report. Seller shall have a period of five (5) days after receipt of Buyer's notice in which to notify Buyer of Seller's election to either (i) agree to remove the objectionable items, or (ii) decline to remove the objectionable items. If Seller notifies Buyer of its election to decline to remove said title exceptions, Buyer shall have the right to, by written notice, deliver to Seller within five (5) days after Buyer's receipt of Seller's notice that it will not agree to remove the objectionable items, to agree to accept the property subject to the objectionable items, in which event Buyer's Lease shall be subject to such objectionable items, or to cancel escrow. In the event Seller notifies Buyer that it intends to eliminate any disapproved title exceptions, Seller shall have until the close of escrow to remove said objections.

(C) Seller agrees that Seller shall pay through escrow a brokerage commission to John Burnham and Company in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00). Neither party has retained any other broker or finder in connection with the subject property, and each party shall indemnify the other against any such brokerage commission or finder's fee claimed other than that set forth above.

(D) For balance of terms, conditions and provisions of this escrow, please refer to that certain Letter of Agreement dated February 24, 1987, from Jiffy Lube, to La Mesa Commercial Center, a copy of which is attached hereto and made a part hereof.

If instructed by the parties prorate and/or adjust the following as of close of escrow.

- i hereby agree to pay any charges including usual buyers escrow fee and any advances and expenses that are properly chargeable to me regardless of the consummation of this escrow. At the close of escrow you are to mail all documents, checks, etc., to the person entitled thereto at the address shown in these instructions.

THE GENERAL PROVISIONS ATTACHED HAVE BEEN READ AND ARE HEREBY APPROVED BY THE
UNDERSIGNED.

These escrow instructions, and amendments hereto, may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same instruction.

Name: _____ Tax payers I.D. # _____
(Optional)

Address:
14511 FRANKLIN AVENUE, SUITE 202
TUSTIN, CA 92680
Home Phone #
Bus. Phone #: (714)-730-5823

S E L L E R

I approve of the foregoing instructions and agree to sell and will deliver to you papers, instruments and or funds required from me (within the "time limit date" specified herein), which you are authorized to deliver when you can issue your policy of title insurance as set forth above. I agree to pay any personal property taxes properly chargeable to me. You are instructed to use the money and record the instruments, to comply with said instructions and to pay all encumbrances of record necessary without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me and documentary transfer tax in the amount of \$1.10/thousand which you are instructed to enter on the deed and affix your signature thereto, if required. In the event this amount is incorrect, you are authorized and instructed to enter the correct amount on the deed and deduct the additional cost therefore from funds accruing to my account. In the event an incorrect amount is entered on the deed and said deed is recorded, I hereby hold you harmless and agree to reimburse you for any loss you may sustain by said amount

At the close of this transaction you are authorized to pay commission:

Name: _____	Tax payers I.D. #
LA MESA COMMERCIAL CENTER	(Mandatory)
Name: _____	Tax payers I.D. #
	(Mandatory)
Name: _____	Tax payers I.D. #
	(Mandatory)
Name: _____	Tax payers I.D. #
	(Mandatory)

Address:
 c/o 3500 SEPULVEDA BOULEVARD
 MANHATTAN BEACH, CA 90266
 Home Phone #
 Bus. Phone #: (213)_546-4520

GENERAL PROVISIONS

1. Deposit of Funds & Disbursements

You shall deposit all funds received in this escrow in any bank insured by an agency of the United States Government, including your affiliated bank, First American Trust Company, in one or more of your general escrow demand accounts. These funds may be transferred to any other general escrow demand account or accounts, in the above named bank or banks, including those maintained in your affiliated bank. All disbursements shall be made by your check. You are authorized not to close escrow or disburse until good funds have been confirmed in escrow.

2. Prorations and Adjustments

The expression "close of escrow" used in this escrow means the date of which instruments referred to herein are recorded and relates only to prorations and/or adjustments unless otherwise specified.

All prorations and/or adjustments are to be made on the basis of a 30-day month unless otherwise instructed in writing.

3. Recordation of Instruments

You are authorized to record any documents delivered through this escrow, the recording of which is necessary or proper in the issuance of the requested policy of title insurance.

4. Authorization to Execute Assignment of Insurance Policies

You are authorized to execute on behalf of the parties hereto form assignments of interest in any insurance policies (other than title insurance) called for in this escrow; forward assignments and policies upon close of escrow to the agent with the request, first, that insurer consent to such transfer and/or attach a loss-payable clause and/or make such other additions or corrections as may have been specifically required herein, and second, that the agent thereafter forward such policies to the parties entitled to them.

In all acts in this escrow relating to insurance, including adjustments, if any, you shall be fully protected in assuming that each policy is in force and that the necessary premium therefor has been paid.

5. Authorization to Furnish Copies

You are to furnish a copy of these instructions, amendments thereto, closing statement and/or any other documents deposited in this escrow to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of the lenders, brokers or attorneys.

6. Personal Property Taxes

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

7. Right of Cancellation

Any party instructing you to cancel this escrow shall file notice of cancellation in your office, in writing. You shall within a reasonable time thereafter mail, by certified mail, one copy of the notice to each of the other parties at the addresses stated in this escrow. Unless written objection to cancellation is filed in your office by a party within ten (10) days after date of mailing, you are authorized at your option to comply with the notice and demand payment of your cancellation charges as provided in this agreement. If written objection is filed, you are authorized at your option to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the parties mutual written instructions, or final order of a court or competent jurisdiction.

GENERAL PROVISIONS (continued)

8. Action in Interpleader

The parties hereto expressly agree that you, as escrow holder, have the absolute right at your election to file an action in interpleader requiring the parties to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the parties jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in the interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court. Upon the filing of the action, you shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

9. Termination of Agency Obligations

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same.

In the event of cancellation of this escrow, whether it be at the request of any of the parties or otherwise, the fees and charges due First American Title Insurance Company, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

10. Conflicting Instructions

Should you before or after close of escrow receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until the conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of the conflict as provided in paragraphs 7 and 8 of these General Provisions.

11. Funds Retained in Escrow

If for any reason funds are retained in escrow, you may deduct therefrom \$10.00 as a monthly charge as custodian thereof.

12. Usury

You are not to be concerned with any question of usury in any loan encumbrances involved in the processing of this escrow and you are hereby released of any responsibility of liability therefor.

13. Indemnify for Attorneys Fees and Costs

In the event suit is brought by any party to this escrow, including the title company of any other party, against each other or others, including the title company, claiming any right they may have as against each other or against the title company, then in that event, the parties hereto agree to indemnify and hold harmless the title company against any attorney's fees and costs incurred by it.

14. Amendments to Escrow Instructions

Any amendment or supplement to these escrow instructions must be in writing. These escrow instructions constitute the entire escrow between the escrow holder and the parties hereto.

GENERAL PROVISIONS (continued)

15. Foreign Investment in Real Property Tax Act of 1980

The Foreign Investment in Real Property Tax Act of 1980 as amended by the Tax Reform Act of 1984 places special requirements for tax reporting and withholding on the parties to a real estate transaction where the transferor (Seller) is a non-resident alien or non-domestic corporation or partnership or is a domestic corporation or partnership controlled by non-residents or non-resident corporations or partnerships. The parties to this transaction are seeking an attorney's, accountant's or other tax specialist's opinion concerning the effect on any statements made or omitted by the escrow or closing officer.

* * * * *

16. Supplemental Taxes

Seller and Buyer acknowledge that the subject property may be subject to supplemental taxes due as a result of change of ownership taking place through this escrow. Any necessary adjustment due either party on receipt of a supplemental tax bill will be made by the parties outside of this escrow and escrow holder is released of any liability in connection with same.

17. Preliminary Change of Ownership Form

Prior to close of escrow Buyer will be sent a Preliminary Change of Ownership Report, which is required by the County Recorder's office to accompany documents called for herein at the time of recording, in accordance with Section 480.3 of the Revenue and Taxation Code. Buyer is aware he must return the form completed and signed prior to close of escrow. If escrow does not receive this report prior to close of escrow, Buyer authorizes escrow to charge his account with \$20.00 which is the fee the County Recorder charges for recording the deed without the completed form. Buyer is hereby put on notice that the Assessor is required to mail out the form for completion later on if it has not been filed at close of escrow.

18. Good Funds Law

The parties understand that all funds to close escrow must be deposited into escrow prior to the date of closing to allow sufficient time for the deposit and clearance of such funds prior to disbursement. In the event such funds should not be in the form of a cashier's check on a financial institution located in the State of California and such funds are issued on an out-of-state financial institution, sufficient time must be allowed for clearance to comply with Section 12413 and 12413.5 of the California Insurance Code (usually 10 business days). Funds may be wired directly into First American's escrow depository bank account from such out-of-state financial institution to avoid the waiting for clearance.

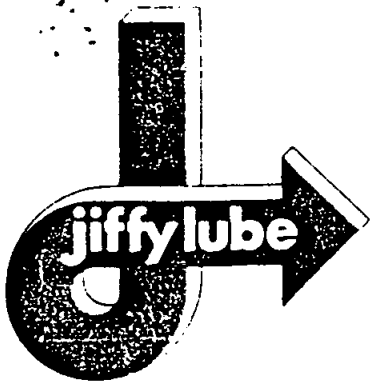
19. Escrow Trust Funds

Buyer and Seller acknowledge that escrow holder will be depositing all funds in escrow in a fiduciary account at one of the following banks:

Bank of America	Marine National
Bank of Anaheim	Security Pacific Bank
Corporate National Bank	Wells Fargo Bank
First Interstate Bank	Union Bank
Metro Bank	

GENERAL PROVISIONS (continued)

The parties acknowledge that First American has an obligation to provide information from this transaction to the Internal Revenue Service at the close of the escrow. This information includes, but is not limited to, the taxpayer identification and/or social security number(s) of the seller(s) and the gross sales price. First American will not authorize the recording and closing of this transaction without receipt of information deemed adequate by First American for complying with the IRS reporting requirements. Failure to provide the requested information to escrow holder will result in a delay in closing.



Jiffy Lube International Inc.
14511 Franklin Avenue - Suite 202
Tustin, California 92680
(714) 730-5823

February 24, 1987

La Mesa Commercial Center
c/o Charlotte Haagen
Alexander Haagen Development Company
3500 Sepulveda Boulevard
Box 10010
Manhattan Beach, CA 90266-8010

RE: La Mesa Commercial Center

Dear Mrs. Haagen:

This letter will set forth the basic terms of the agreement between Jiffy Lube International of Maryland, Inc., a Maryland corporation ("Jiffy Lube") and La Mesa Commercial Center, a California general partnership ("La Mesa") with respect to the purchase by Jiffy Lube of La Mesa's leasehold estate under that certain lease agreement between the City of San Diego, a municipal corporation ("City"), as lessor, and La Mesa, as lessee, as approved by City on August 14, 1978, ("Lease"). The signatures on behalf of Jiffy Lube and La Mesa at the end of this letter will constitute the agreement of the parties with respect to the sale of said leasehold interest upon the following terms and conditions:

1. The total purchase price payable by Jiffy Lube to La Mesa shall be the sum of \$100,000.00;
2. On or before March 10, 1987 following the execution of this letter by each of the parties, the parties shall open an escrow with First American Title Insurance, 114 5th St. Santa Ana, CA 92701. Attention Bette Hollenbeck
3. Upon the opening of escrow, Jiffy Lube shall pay to La Mesa the sum of Three Thousand Dollars (\$3,000) outside of escrow, which sum shall be applicable to the purchase price in the event escrow closes as herein provided, or retained by La Mesa as liquidated damages in the event escrow does not close as a result of a default by Jiffy Lube or as a result of Jiffy Lube's inability to obtain the necessary governmental approvals in connection with its proposed development of the property.

La Mesa Commercial Center
February 24, 1987
Page Two

4. Jiffy Lube shall have a period of ninety (90) days following the opening of escrow (the "Examination Period") in which to process all governmental approvals necessary for Jiffy Lube's proposed development on the property, to obtain the necessary corporate consents from Jiffy Lube's property management committee, to obtain such other consents and make such investigation as Jiffy Lube may reasonably deem appropriate. In the event Jiffy Lube determines prior to the expiration of the Examination Period that the property is not suitable for Jiffy Lube's intended purposes, or if all necessary consents and approvals will not be available, Jiffy Lube may terminate the escrow, in which event La Mesa shall be entitled to retain all sums paid as provided in this letter.
5. Jiffy Lube shall have the option of extending the Examination Period for an additional period of thirty (30) days by paying to La Mesa outside of escrow the sum of One Thousand Dollars (\$1,000.00), which sum shall be applicable to the purchase price in the event escrow closes, or retained by La Mesa as liquidated damages in the event escrow does not close as a result of a default by Jiffy Lube or the inability of Jiffy Lube to obtain all necessary governmental approvals in connection with this proposed development on the property. Jiffy Lube shall notify La Mesa no later than thirty (30) days prior to the termination of the first Examination Period of its election to extend the term of the Examination Period as herein provided.
6. The escrow instructions shall be in the form and shall contain the provisions customarily used in similar transactions in San Diego County, California, and shall provide for the proration of rents, taxes, and other expenses of operation through the date of close of escrow. The escrow instructions shall require La Mesa to deliver insurable title vested in Jiffy Lube or its nominee as evidenced by a recorded assignment of the Lease and shall be insured by a CLTA Standard Leasehold Policy of Title Insurance at La Mesa's expense, shall require La Mesa to deliver its Estoppel Certificate as well as a Certificate



La Mesa Commercial Center
February 24, 1987
Page Three

from the City certifying that the Lease is in full force and effect, that Lessor/Lessee is not in default thereunder, and setting forth the commencement date and termination date of the terms of the Lease, shall provide for a close of escrow no later than ~~thirty (30) days after the end of all applicable Examination Periods~~, and shall contain such other provisions as customarily used in similar transactions in San Diego County, California.



7. Jiffy Lube's obligation to assume the Lease from La Mesa, and La Mesa's obligation to assign the Lease to Jiffy Lube, shall be contentioned upon the following:
- a. The approval of the City to the assignment of the Lease to Jiffy Lube.
 - b. The approval by Jiffy Lube of the condition of title to the property, as evidenced by exceptions indicated on a preliminary title report. Jiffy Lube will be deemed to waive any objection it may have to title if it does not object within thirty (30) days after receipt of such preliminary title report and all documents creating exceptions thereto.

Please indicate your acceptance to each of the terms of this letter by signing the enclosed duplicate copy of this letter in the space indicated, and return it to the undersigned as soon as possible.

Very truly yours,

*one hundred twenty (120) days after
the opening of escrow



JIFFY LUBE INTERNATIONAL
OF MARYLAND, INC.

By:

Bob Gradic
Its: Dir. of Development

ACCEPTED AND AGREED TO this
11TH day of MARCH, 1987

LA MESA COMMERCIAL CENTER, a
California general partnership

By:

[Signature]
Managing General Partner

Enclosure
DOC: LAMESA.JR.DC

