



January 5, 2007

Allied Lube  
c/o Ideology (Attention: Louis Plotkin)  
4223 Glencoe Avenue, Suite A127  
Marina del Rey, California 90292

In furtherance of our collective efforts to finalize our sponsorship relationship for the 2007 Major League Baseball season, the following represents our letter of understanding. If you are in agreement with the terms described herein, then this letter will serve as the entire sponsorship agreement between Allied Lube ("Jiffy Lube") and the Houston Astros ("Astros"). Therefore, the parties agree as follows:

- 1. TERM** - Unless sooner terminated by the breach of a party hereto, the terms of this agreement are for the 2007 Astros regular season.
- 2. TICKET BACKS** - Jiffy Lube will be entitled to advertise on the back ad panel on all point of sale (POS) ticket stock for the duration of the 2007 regular season. The POS stock is used for all single game sales; this includes group sales, box office sales, phone and internet sales that are picked up at Minute Maid Park Will Call. The content and nature of the advertisement or promotion printed on the ticket backs will require final approval by the Houston Astros.
- 3. PROMOTION** - Jiffy Lube will be the "title" sponsor of one (1) premium promotional item during the 2007 regular season. The Jiffy Lube logo and the Astros logo will appear on the item. The first 10,000 fans in attendance will receive such item (item and date of distribution to be mutually agreed upon).
- 4. IN STADIUM** - Jiffy Lube will sponsor the Astros first in-action pitching change in-stadium and one (1) lucky row will win a mutually agreed upon prize (\$10 Jiffy Lube VIP card). Once the new Astros pitcher has been announced the P.A. announcer will acknowledge that "this pitching change has been brought to you by Jiffy Lube, the well oiled machine". The announcer will then make reference to tonight's lucky row as well as concluding with mentioning the offer on the back of the ticket stub (approximately :20 in length). The Jiffy Lube logo will appear on the color matrix of the scoreboard during the "live" read.
- 5. CONCOURSE ADVERTISING** - Jiffy Lube will receive a minimum of six (6) inverted advertising rotations during all regular season home games of the 2007 season. Each image will be projected for thirty (:30) seconds in four (4) different locations on the main concourse at Minute Maid Park.
- 6. SEASON TICKETS** - Jiffy Lube will receive four (4) field level tickets for the 2007 season.

#### HOUSTON ASTROS

Minute Maid Park, P.O. Box 288 Houston, TX 77001-0288 • 713-259-8000 • fax 713-259-8961 • baseball fax 713-259-8600



[www.astros.com](http://www.astros.com)

**7. COMPENSATION** - As consideration for the rights and benefits granted Jiffy Lube in this letter agreement, Jiffy Lube agrees to pay \$120,000 net in four (4) equal installments. Payment due net thirty (30) days.

Schedule of Payments:

\$30,000	due 4/1/07
\$30,000	due 5/1/07
\$30,000	due 6/1/07
\$30,000	due 7/1/07

**8. TERMINATION** - In addition to termination for breach, this letter agreement may be terminated immediately by either party if the other party hereto: (i) becomes insolvent; (ii) makes a general assignment for the benefit of creditors; (iii) applies for consent to the appointment of custodian of any kind, whether in bankruptcy or other proceeding, with respect to all or any substantial portion of assets, and (iv) files a petition seeking relief under the United States Bankruptcy Code.


**7. MAJOR LEAGUE BASEBALL RIGHTS** - This agreement and any rights or exclusivities granted by the Astros hereunder shall in all respects be subordinate to each of the following, as may be amended from time to time (collectively, "MLB Documents"): (i) any present or future agreement ("MLB") entities or affiliates, or the member clubs acting collectively, or (ii) the present and future mandates, rules, Regulations, policies, bulletins or directives issued or adopted by the Commissioner or the MLB entities. The issuance entering into, amendment or implementation of any of the MLB Documents shall be at no cost or liability to any MLB entity or affiliate or to any individual or entity related thereto. Jiffy Lube is granted no sponsorship rights outside of Minute Maid Park. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the MLB entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB entity.

**8. MISCELLANEOUS:** The rights granted hereunder are subject to the Stadium Lease Agreement and the License Agreement between the Astros and the Harris County Houston Sports Authority and the letter agreement dated May 1998 from Sports Facilities, L.P. to the Astros. The agreement may not be assigned or amended without the written consent of the Astros. The Astros trademarks, logos and designs shall remain the property of the Astros and Jiffy Lube is not licensed to use such property. This agreement shall be governed by the laws of the State of Texas (exclusive of conflicts of laws principles.)

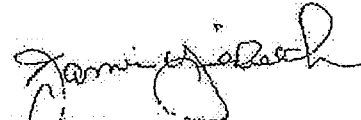
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If you are in agreement with the terms set forth in this letter agreement, please have an authorized officer of Jiffy Lube, or a representative of its agency of record, Ideology, execute this letter in the space provided below and return the original to me. If you have any questions or comments, please feel free to call me at 713.259.8970. Thank you for your courtesy and teamwork.

Sincerely,



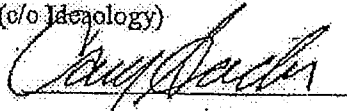
Christine O'Boine  
Sponsorship Development Manager



Jamie Hildreth  
Vice President, Advertising Sales

Agreed to and Accepted by:  
Allied Lube (c/o Ideology)

By:



Name:

Louis Plotkin (Ideology) Cary Sacks

Title:

President

Date:

1/24/07