

RECORDATION REQUESTED BY:

The Money Store Investment Corporation  
P.O. Box 980216  
Sacramento, CA 95798-0216

WHEN RECORDED MAIL TO:

The Money Store Investment Corporation  
P.O. Box 15143  
Sacramento, CA 95851

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SUB-LESSOR'S CONSENT

THIS AGREEMENT is by and between THE MONEY STORE INVESTMENT CORPORATION, as Assignee, and Seps Graphics, Inc. as Sublessor and Assignor.

RECITALS

- A. Assignor and To Be Determined, have entered into that certain real property sublease dated To Be Determined, as Sub-lessor and Sub-lessee, respectively, for the rental of certain premises described as:

See Exhibit "A" Attached hereto and incorporated herein by this reference.

(the "Property"). Said lease, together with any extensions, amendments, modifications and guarantees thereof, and any future sub-leases shall be referred to herein as the "Sublease."

- B. Assignor desires to obtain a loan from Assignee in the principal sum of \$305,000.00, (the "Loan")  
OR  
To Be Determined desires to obtain a loan from Assignee in the principal sum of \$305,000.00, (the "Loan") and, as a condition of U. S. Small Business Administration participation in the loan, Assignor must guaranty the loan.

- C. Assignee is unable to make the Loan without the participation of the U.S. Small Business Administration.

- D. In order to induce Assignee to make the Loan, Assignor desires to assign its rights in all present and future Sub-lease(s) of the Property to Assignee as additional security for the Loan.

THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree to the following terms, covenants, and conditions:

TERMS, COVENANTS AND CONDITIONS

1. **Assignment of Lease Interest.** Assignor hereby absolutely and irrevocably assigns to Assignee, with the right of reassignment, all of Assignor's right, title and interest in and to all present and future Sublease(s) of the Premises, including, without limitation, all rent, income and profits derived therefrom, for the purpose of securing (a) payment of the principal, interest and all other sums now or at any time hereafter due Assignee relating to, or arising from, the Loan and any extension, modification, replacement or renewal thereof and (b) performance and discharge of each term, covenant and condition of Assignor contained herein or in any other agreement relating to or arising from the Loan. The assignment of rents, income and profits herein is absolute, not an

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assignment for security only, and the Assignee's rights to rents, income and profits is not contingent upon, and may be exercised without, possession of the Premises. The rights assigned hereunder include, without limitation, all of Assignor's rights to modify or terminate the Sublease or release the Sublessee from the performance of any term thereof, and Assignor shall not modify or terminate the Sublease not accept the surrender thereof without the written consent of Assignee. Any violation of the terms of this agreement may, at Assignee's option, result in the acceleration of the Loan.

2. **Rights and Remedies On Default.** Upon the occurrence of a default under the terms of the Note, Mortgage/Deed of Trust, Guaranty or any other agreement evidencing the Loan, Assignee shall have the right, without notice to Assignor, to take possession of and manage the Property and collect the rents, including amounts past due and unpaid, and apply the net proceeds, over and above Assignee's costs, against the indebtedness. In furtherance of this right, Assignee may require any tenant or other user of the Premises to make payments of rent or use fees directly to Assignee. If the rents are collected by Assignee, then Assignor irrevocably designates Assignee as Assignor's attorney-in-fact to endorse instruments received in payment thereof in the name of Assignor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Assignee in response to Assignee's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Assignee may exercise its rights under this paragraph either in person, by agent, or through a receiver. These rights and remedies are in addition to any other rights or remedies provided by law.
2. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and transferees of the parties hereto.
3. **Attorneys' Fees.** If Assignee institutes any suit or action to enforce any of the terms of this Assignment, Assignee shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Assignee which in Assignee's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Loan payable on demand and shall bear interest at the Loan rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Assignee's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, and title insurance. Assignor also will pay any court costs, in addition to all other sums provided by law.

**ASSIGNEE**

The Money Store Investment Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

*James H. Hansen*  
Processing Manager

**SUB-LESSOR AND ASSIGNOR**

Seps Graphics, Inc.

By: \_\_\_\_\_

Michael P. Ray

Title: President

By: \_\_\_\_\_

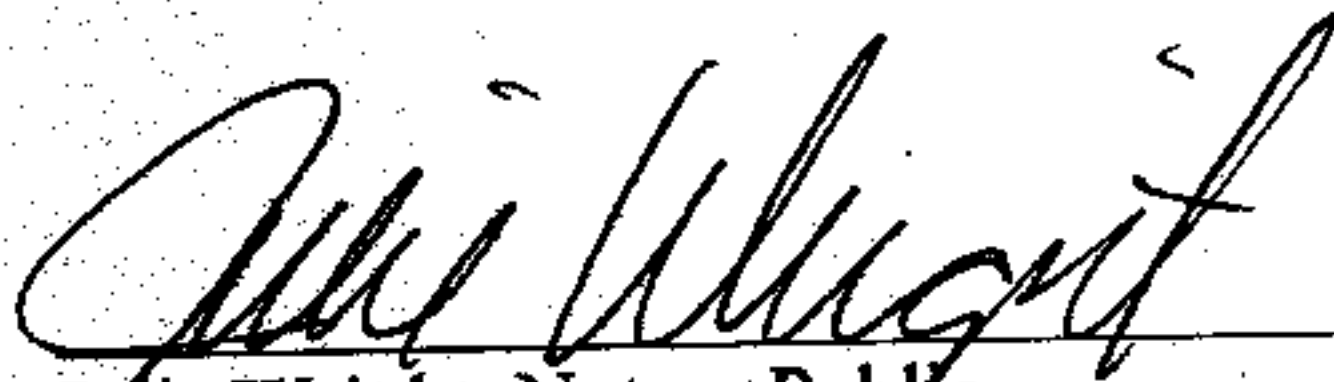
Lisa Lee, Secretary

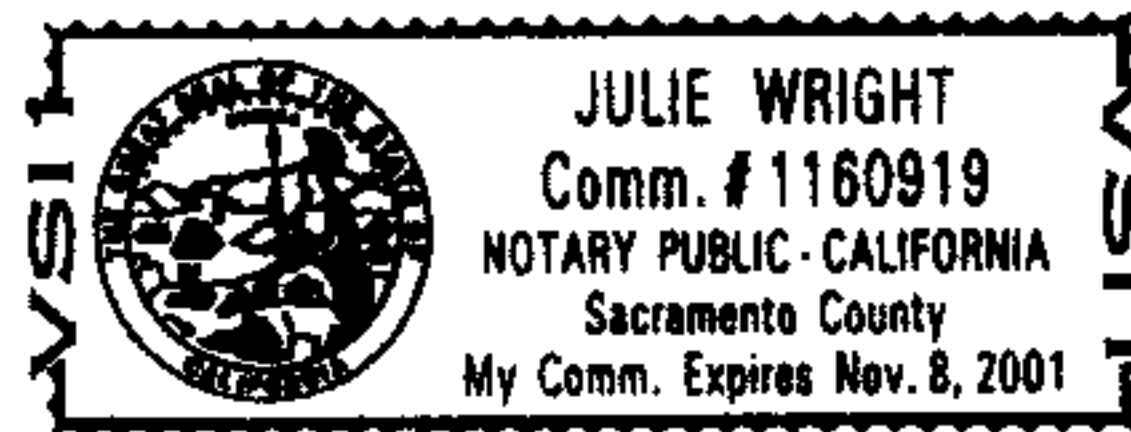
Signatures are required to be Notarized

STATE OF California  
COUNTY OF Yolo

On June 29, 1999, before me, Julie Wright, personally appeared **Wendi M. Davison** personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

  
Julie Wright, Notary Public



OPTIONAL

Capacity Claimed by Signer	Description of Attached Document
<input type="checkbox"/> Individual	Title or Type of Document:
<input checked="" type="checkbox"/> Corporate Officer	<b>Sub-Lessor's Consent</b>
Title(s): Loan Processing Manager	Number of Pages:
<input type="checkbox"/> Partners <input type="checkbox"/> Limited	Date of Document:
<input type="checkbox"/> General	
<input type="checkbox"/> Attorney-In-Fact	Signer(s) Other Than Named Above:
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Guardian/Conservator	
<input type="checkbox"/> Other : _____	
_____	
_____	
Signer is Representing:	
<b>The Money Store Investment Corporation</b>	



State of Alabama  
Jefferson County

I, John G. Lowther, a Notary Public in and for said County, in said State, hereby certify that Michael P. Ray as President and Lisa Lee as Secretary of Seps Graphics, Inc., a corporation whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of said instrument, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in their capacity as aforesaid. Given under my hand this the 23 day of July, 1999.



Notary Public

My Commission Expires: 1-3-03

**EXHIBIT "A"**

**Lot 17, according to the Survey of Riverchase Trade Center, as recorded in Map book 12, Page 24, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

*W*  
*CR*

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