

either cure such breach or repurchase for cash the Account to which such breach applies in accordance with the repurchase formula set out in Paragraph 2 above.

The parties recognize that the names, identifications, addresses, and schedules in respect to the Accounts being conveyed according to the terms hereof are matters of confidence, and the confidentiality thereof is a valuable consideration in favor of the Purchaser. Accordingly, the Seller promises that it will not release, distribute, disseminate, sell or otherwise make available any information in respect to the Accounts to any other person, firm, or corporation, without the express written approval of the Purchaser except as may be required by law.

The parties further recognize that in respect to policies of insurance, if any, the Purchaser may become obligated to make or arrange for refunds or rebates in respect to premiums prepaid or charged, and to the extent that the Purchaser is required to and does make such refunds or rebates, then upon demand the full amount thereof shall be repaid and reimbursed to the Purchaser by the Seller.

In the event the Seller fails or refuses to perform any obligations imposed upon it herein, or defaults in the performance of any of its obligations described herein, the parties agree that the Purchaser shall have the right to insist upon and perfect its right to the performance by the Seller by injunctive or mandative relief, affirmative or negative, and that for the purposes thereof, the parties further recognize that some portion of this transaction has taken place in the State of SOUTH CAROLINA, and accordingly, the courts of the State of SOUTH CAROLINA shall be a proper and appropriate forum in which to enforce these rights. Further, in the event of default or the failure of performance, the Seller promises to pay all costs of collection or enforcement, including reasonable attorneys' fees, in connection therewith.

6. Purchaser represents, warrants and agrees as follows:

(a) That Purchaser has been duly incorporated and is validly existing and in good standing under the laws of the State of SOUTH CAROLINA, with its principal place of business at 30 PERIMETER PARK, SUITE 201, ATLANTA, GEORGIA 30341.

(b) That this Agreement has been duly executed and delivered by Purchaser and is a valid Agreement, binding upon it in accordance with its terms.

(c) That the transactions contemplated herein shall not constitute a violation or breach of any law, order, rule, regulation, writ, injunction, or decree of any government, governmental instrumentality or agency, or any court having jurisdiction over Purchaser.

(d) That Purchaser will handle and collect the Accounts in a manner customary for companies of similar size in the same business and agrees to make every reasonable effort to collect the balance of any Account or enforce the rights of the creditor in respect to the debtor until demand for repurchase is made.

(CONTINUED ON NEXT PAGE)