

(3) That the assignor will do nothing to interfere with the collection of same; (4) The assignor is the owner of same and has good, legal right to sell or assign same.

REPURCHASE: In the event that there occurs a breach of either of the foregoing warranties, or the debtor fails to pay said invoice(s) within 30 days, the assignor hereby agrees to repurchase said invoice(s) from the assignee upon demand at the face amount of such invoice(s).

LIMITED POWER OF ATTORNEY: The assignor hereby grants and confers upon the assignee a limited Power of Attorney for the purpose of endorsing the name of the assignor upon any check, draft, or other commercial papers given by the debtor in payment of the invoice(s) described herein, and to do every other act needful to be done to effect payment or negotiate commercial paper given in payment of said invoice(s), and this instrument shall be the authority for any Bank or other institution to honor such endorsement or negotiation, and having so relied, any such bank or other institution is hereby relieved from all liability in connection therewith.

It is further understood and agreed that any payments made directly to the assignor for invoices assigned shall be forwarded to the assignee the same day received.

GUARANTOR AGREEMENT/PERSONAL ENDORSEMENT: I/~~WE~~ Edward Carroll
Cooper, individually hereby
guarantee that Specialty Sales Company of Greenville, Inc.,
will perform all the within stated obligations, and upon default of
the corporation/company to do so, I/We hereby personally assume and
will perform said obligations, required by the within agreement. In
the event of discharge of the corporate debt in bankruptcy, the same
does not relieve me from personal responsibility to perform the
duties and obligations of the corporation required by this agreement.

ECV