Millennium Trust Company

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NOTE SERVICING AGREEMENT

A ACCOUNT INFORMATION

Account Title:

Millennium Account No.:

Account Owner:

B NOTE DESCRIPTION

Date of Note: Payment Frequency:

Borrower:

Amount of Note:

Maturity Date: Interest Rate: %

C SERVICING AGREEMENT

This Agreement sets forth the responsibilities of Millennium Trust Company, LLC ("Custodian") and the above named account owner ("Client") with regard to the note described above, held in custody by Custodian for the Client's account indentified above.

1. Client shall provide or instruct the Client's prior custodian to provide Custodian with the original note and to the extent applicable the following: amortization schedule; related loan agreement; indenture; collateral agreement and/or evidence of perfected security interest(s); and other related agreements or documents, as well as evidence of any prior extensions or waivers granted as to the note.
2. Custodian shall direct the Borrower to reflect the ownership of the note to: Millennium Trust Company LLC as Custodian FBO the (Client Name) (Account Type) (Millennium Account No.). For notes transferring to Millennium, Custodian must receive a replacement note or an amendment to or an assignment of the original note. Client shall cooperate with Custodian by executing any documentation required to assign the note to Millennium as Custodian.
3. Custodian shall receive payments made on the note.
4. Custodian shall notify Client if a scheduled payment is thirty (30) days overdue. At the point where two consecutive payments have not been received, Custodian will request written directions from the Client as to how to proceed, unless such directions have already been received, and Custodian will no longer be required to report continued missed payments.
5. Custodian shall notify Client if a scheduled payment is less than the amount due, but shall take no further action on the note without written directions from the Client.
6. If in addition to a fixed amount of interest and/or principal due as payments on the note ("Fixed Amount"), there is an element of the amount of interest and/or principal payment that is not fixed or readily calculated solely from the terms of the note itself ("Variable Amount"), the Custodian will report late or insufficient payments only as to the Fixed Amount. The Client will be responsible for checking the Client's account statements to determine what Variable Amounts were received, if any, and for taking appropriate inquiry and/or action, including any directions to the Custodian, if the correct Variable Amount is not being received.

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C SERVICING AGREEMENT

7. If the note provides for the ability to accelerate payment by making demand for the then entire amount of the note upon default in making payments, upon such default, Custodian shall give notice to the Client that Custodian shall make demand for payment without direction from the Client unless directed otherwise in writing by the Client within thirty (30) days of the date such notice is sent to the Client. Client may direct the Custodian to make demand for full payment within such thirty (30) day period.

8. If the note provides for the ability to accelerate payment by making demand for the then entire amount of the note for a reason other than upon default in making payments, or if some other option is available, the Custodian shall not make demand for payment or exercise such other option without written direction from the Client. It shall be the Client's sole responsibility to be aware of such options and the occasions and conditions upon which such options may be exercised and the Custodian shall have no obligation to inform the Client as to any such ability or option.

9. Custodian shall inform Client of any information the Custodian receives due to its position as holder of the note as custodian of the Client's account. Custodian shall not be under any obligation (a) to seek information as to or from the Borrower of the note, or (b) to pass on to the Client any information as to the Borrower of the note it may have knowledge of outside of its position as holder of the note as custodian of the Client's account.

10. Upon maturity of the note, without prior notice to the Client, Custodian shall make demand for payment unless previously directed otherwise in writing by the Client.

11. Custodian, without prior notice to the Client, shall seek to collect a late payment penalty on a late scheduled payment or on maturity if one is provided for in the note unless previously directed otherwise in writing by the Client.

12. Custodian will file any necessary tax forms due from the Custodial Account, if any, with the IRS.

13. Custodian shall take such action regarding any collateral or security interest assigned or provided in connection with the note as it in its sole discretion is reasonable to determine that such collateral or security interest correctly reflects Custodian as custodian for the Client's account. The Client shall provide the Custodian with contact and other necessary information with regards to the collateral or security interest. The Custodian shall take action to collect upon such collateral or security interest only as and when directed by the Client. The Custodian shall not be responsible for any loss incurred by the Client or the Client's account in connection with the failure of such collateral or security interest for any reason to cover the amount due the Client's account pursuant to the note.

14. Custodian shall take such action regarding any guarantee assigned or provided in connection with the note as it in its sole discretion is reasonable to determine that the named guarantors are informed that the guarantee now runs to Custodian as custodian for the Client's account. The Client shall provide the Custodian with contact and other necessary information with regards to the guarantee. The Custodian shall take action to collect upon such guarantee only as and when directed by the Client. The Custodian shall not be responsible for any loss incurred by the Client or the Client's account in connection with the failure of such guarantee for any reason to cover the amount due the Client's account pursuant to the note.

15. As to any escrow account or the collection of rents or royalties associated with the note, the Custodian shall take no action except upon the written direction of the Client.

16. Custodian shall not initiate any collection procedures against the borrower or any guarantor, or as to any collateral or security interest without specific written directions from the Client. Client should consult an attorney regarding his/her legal rights under the note and what steps to take when payment is not made. Custodian does not render any legal or financial advice. The Custodian individually shall not be responsible for any cost or expense of any efforts to collect amounts due on the note. Before initiating any such collection efforts or procedures the Custodian may require a specific amount of cash be placed with the Custodian or another form of indemnification be placed with the Custodian against the costs of collection efforts or procedures.

17. The custody of the note is also subject to the terms of the Client's Custodial Agreement with the Custodian.

18. The Note Servicing Agreement does not automatically terminate except upon full payment of the note. Any note amendment or extension will be treated as part of the original note so no extension of the Note Servicing Agreement is required.

Note: Special Handling fees may be charged for work done by the Custodian in connection with collateral or security interests; as to guarantees; escrow accounts; or the collection of rents or royalties.

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D BORROWER'S CONTACT INFORMATION

Please provide contact information from Borrower, if not evident from the note or other documents provide with the note, if any.

Borrower's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____ Phone No.: _____

Contact Name (if Borrower is an Entity): _____

E-Mail: _____ Phone No.: _____

E ACCOUNT OWNER AUTHORIZATION

By signing this Note Servicing Agreement, I represent that I have thoroughly reviewed the note and any accompanying or related documentation; that I am familiar with the provisions of the note and those of this Note Servicing Agreement which I hereby agree to; and that I have done whatever amount of due diligence as to the note and the borrowers I deemed appropriate. Further by signing this Note Servicing Agreement I agree that the Custodian's duties are strictly limited to those provided herein; that Custodian shall have no liability arising from following my directions either as set forth in this Note Servicing Agreement or as later communicated to the Custodian; and Custodian shall not be liable for any loss incurred by my account in connection with the note.

Agreed to by Account Owner and executed this _____ day of _____, 20 _____.

Account Owner's Signature: _____