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# REAL PROPERTY SERVICING AGREEMENT

## **A ACCOUNT INFORMATION**

Account Owner's Name:

Millennium Account No.:

Daytime Phone No.:

E-mail address:

For good and valuable consideration, this Real Property Servicing Agreement is hereby entered into by and between:

and

Account Owner

Agent

*(If no agent is assigned, I understand that I must assign myself as agent.)*

## **B PROPERTY DESCRIPTION**

Type of Property:  Raw Land  Residential Lot(s)  Commercial Lot(s)  Income Producing Property  Debt-Financed

Brief description of property to be held i.e., complete address, country, parcel PIN number, etc. *(attach copy of full legal description):*

## **C SERVICING AGENT AGREEMENT**

As Agent, the undersigned shall alone, or in conjunction with Account Owner, perform all duties and exercise all discretion as permitted by law in order to protect the rights of the Account Owner. Specific duties of Agent shall include, but not be limited to, the following:

1. Confirm that the Account holds clear title to the Property, that the deed(s) are properly titled and recorded in the county in which the property is located, and that liability and title insurance is obtained and maintained while the Property is held in the Millennium account, as may be advisable or required;
2. Prepare and send all original documentation, including recorded deed(s), title policy, liability insurance policy, etc. to Millennium for safekeeping;
3. If applicable, work with Account Owner to obtain a property manager for any income-producing property to be held in the Account. Agent shall forward copy of property management agreement to Millennium. The Agent may also serve as property manager only if the Agent is an unrelated third party to the Account. However, the Account Owner may act as his own Agent and perform certain ministerial functions in managing the property. If the Account Owner acts as his own Agent then compensation is not permitted;
4. Monitor the performance of any property manager or other third-party performing services for the Property, and remove and replace such parties as may be required from time to time;
5. Determine and satisfy for the Account any state or local registration requirements that may result from the nature or operation of the Property. Determine and forward to Millennium for payment any fees and any income or other taxes resulting from the nature or operation of the Property;
6. Receive and forward to Millennium all invoices for real estate taxes, insurance premiums, property maintenance expenses, or management fees. Agent is responsible for making sure all expenses are paid in a timely manner and acknowledges that all payments must be paid from assets within the Account, including any payments made on a non-recourse promissory note if the property is debt-financed;
7. Supply a Comparative Market Analysis (CMA) or appraisal to Millennium by January 20<sup>th</sup> each year as required per Millennium's Real Estate Annual Valuation instructions. CMA or appraisals shall be used by Millennium to value the Account as required by law and must be paid for by the account; Insure that all taxes are paid on Property to be held in the Account. Agent shall also be responsible for working with the Account Owner and appraisal districts or other governmental taxing entities to see that the tax value of the Property is reasonable and representative of other like properties in the area;



- 8. Communicate with governmental entities, utilities, and/or private parties concerning any existing or new easements granted across, over or under the Property;
- 9. With the Account Owner's approval, instigate any necessary legal action with any party or parties in order to protect the rights, title, or claim of the Account and the Account Owner with regard to the Property; and
- 10. Keep complete and accurate records of all transactions relating to the Property and the Agent's duties hereunder, and provide copies of such records to Account Owner and Millennium upon request;

Fees: As consideration for the services provided herein, Account Owner agrees to pay fees designated here (e.g. amount of fee, frequency, etc.) to Agent as follows:

and authorizes Millennium Trust to pay agent upon receipt of that invoice from agent.

The above fee schedule may be amended by Agent from time to time upon prior written notice to Account Owner.

This Agreement (or attached) shall be effective for a term not to exceed the length of time Property is held by Millennium for the benefit of Account Owner. This Agreement shall automatically terminate upon the sale, exchange, or in-kind distribution of the Property by the Account.

Account Owner, by signing this Agreement, releases Millennium from all duties and responsibilities of administering the terms of the Property. All duties and responsibilities for administration of the Property shall vest in the Agent. Said Agent shall be an agent for the benefit of Account Owner, and shall not be deemed to be an agent or affiliate of Millennium.

Agent and Account Owner hereby indemnifies and holds harmless Millennium, its employees and assigns from all suits, actions, or claims of any character, type or description brought or made for or on account of, arising out of, or occasioned by the acceptance of the Property as an investment of the Account, or by the operations, performance, or negligent acts of Agent in the execution or performance of this Agreement.

Millennium shall have no responsibility to question the actions of Agent in its performance of the duties outlined in this Agreement, nor shall Millennium be liable for any loss of any kind which may result by reason of any action taken by Agent, Account Owner, or both in regard to the performance of the Property.

Agent shall not assign his rights and obligations hereunder. Subject to the foregoing, all of the terms and conditions. If this Agreement shall be binding upon and insure to the benefit of the heirs, successors, administrators, legal representatives and assigns as the case may be, of the parties hereto. If, for any reason, Agent is unable or unwilling to perform the duties outlined herein, then Account Owner shall assume responsibilities for said duties until a successor Agent has been appointed.

Account Owner may terminate this Agreement immediately upon written notice at any time. Agent may terminate this Agreement not less than fifteen (15) days prior written notice. Upon termination, Account Owner agrees to appoint a successor Agent within thirty (30) days. Until a successor is appointed, Account Owner shall be responsible for the duties of administering the Property as provided herein. Following termination, Agent shall provide written notice to Maker that all Property payments thereafter be paid directly to Account Owner or such substitute Agent as Account Owner may nominate, and Agent shall forward to Account Owner all payments received on account of Account Owner. Upon request of Account Owner, Agent shall forward to Account Owner all books, records, ledgers, correspondence, files and other materials in Agent's possession or control with respect to the Property and/or Account Owner.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, supersedes all prior and contemporaneous agreements. This Agreement may be amended upon the prior written consent of the parties.

**D AGENT AUTHORIZATION**

By signing this agreement, account owner understands that Millennium *shall not* be required to provide property management or administration, income or rent collection, verification of insurance coverage or tax payments on property, pursue collection, instigate litigation, monitor payments on a non-recourse promissory note, or take any other action with regard to the property to which this agreement applies except at the express direction of the agent or account owner.

Agreed to by Agent and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

Agent Name:

Mailing Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Agent Signature: \_\_\_\_\_

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

Account Owner Signature: \_\_\_\_\_