



Located at 4030 Wake Forest Road, Raleigh, North Carolina (“the Raleigh Premises”) and Other Assets Located Therein and Brief in Support, respectfully showing the following:

### **RELIEF REQUESTED**

The Receiver seeks approval of the attached Lease Cancellation Agreement between the Receiver and TAM Resources, Inc., landlord of the Raleigh Premises. Through the Lease Cancellation Agreement, the Receiver agrees to forfeit the security deposit in the amount of \$2,865, the office furniture and office supplies remaining at the Raleigh Premises, and pay the additional sum of \$4,000 in exchange for the Landlord’s agreement to waive and forever release any and all claims against the Receivership Estate associated with breach of the lease or unpaid rent.

### **FACTUAL BACKGROUND**

1. On March 27, 2009, the United States Securities and Exchange Commission (“SEC”) initiated this lawsuit and, in connection therewith, requested the appointment of a Receiver. On the same day, the Court issued an Order Appointing Receiver, naming Richard B. Roper, III Receiver for the above-named Defendants and Relief Defendants.

2. After his appointment as Receiver and pursuant to the responsibilities with which he is charged, the Receiver took control and possession of certain real and personal property owned and leased by the Defendants, including the leasehold office space located at the Raleigh Premises.

3. Millennium Financial Group’s lease of the Raleigh Premises is not scheduled to expire until December 31, 2009. A copy of the lease is attached hereto as **Exhibit A**. Pursuant to the Lease, monthly rent is \$3,320, and additional costs accrue upon early termination of the

agreement. A security deposit in the amount of \$2,865 was paid to the Landlord prior to moving into the Raleigh Premises.

4. No lease payments have been made since March 2009, including after the appointment of the Receiver. Communications from the Landlord indicate that overdue rent totals more than \$9,960. Breach of the lease results in damages to the Landlord totaling approximately \$14,180.

5. Upon his appointment, the Receiver removed all investor records, investor and operation files, financial files, personal documents, computers, hard drives, storage drives and other technology from the Raleigh Premises. Office supplies, office furniture and leased office equipment are all that remain at the Raleigh Premises.

6. The Receiver and Landlord have been in discussions regarding how to best proceed with respect to the Raleigh Premises. A Lease Cancellation Agreement has been negotiated and will be signed pending approval of this Motion by this Court. A copy of the Lease Cancellation Agreement is attached hereto as **Exhibit B**. The Lease Cancellation Agreement provides, in principle, that in exchange for a waiver of any claim against the Receivership Estate for unpaid rent or damages to the Raleigh Premises, the Receiver will surrender the Raleigh Premises, the security deposit, and the office supplies and office furniture located therein to the Landlord, along with the sum of \$4,000. The Receiver does not believe that the supplies and furniture remaining in the Raleigh Premises have value in excess of the damages due the Landlord for unpaid rent and breach of the lease. Receiver has removed from the Raleigh Premises all documents and things relevant to his work or the investigations of the Defendants.

7. Surrendering the Receivership Estate's Interest in the Raleigh Premises will serve the best interests of the Receivership Estate in this case.

8. As the Court is well aware, the SEC alleges that Defendants conducted a Ponzi scheme that defrauded hundreds of investors out of millions of dollars.

9. The primary goal of a receivership is to provide a conduit through which assets can be held, liquidated and distributed to the particular beneficiaries of the receivership, in this case, the numerous investors and creditors of Millennium Bank and other named Defendants. *SEC v. Wencke (Wencke II)*, 783 F.2d 829, 837 n.9 (9th Cir. 1986).

10. Pursuant to the terms of the Order Appointing Receiver, the Receiver has the authority to surrender assets to secured creditors, conditioned upon the waiver of any deficiency of collateral. See Paragraph 5(f) of the Order Appointing Receiver.

11. While the Landlord is not a secured creditor, a surrender of the security deposit, office furniture, office supplies and leasehold interest, and payment of the sum of \$4,000 is appropriate in this instance for the following reasons:

- a. Millennium Financial Group is in default under the terms of the Lease.
- b. No rent has been paid to the Landlord since March 2009.
- c. The Receiver has removed all documents, equipment, and assets of any value or importance from the Raleigh Premises. No confidential or investor related information remains at the Raleigh Premises.
- d. The Raleigh Premises are of no use or value to the Receivership Estate, and are incurring costs that may ultimately have to be paid by the Receivership Estate.

- e. The Landlord will waive all possible claims against the Receivership Estate in exchange for possession of the Raleigh Premises, forfeiture of the security deposit, cancellation of the Lease and transfer of any remaining office supplies and office equipment as stated in the attached Lease Cancellation Agreement, pending approval by this Court.<sup>1</sup>
- f. The Landlord, the SEC, and the Receiver have agreed to the treatment proposed herein.

12. It is a recognized principle of law that the district court has broad powers and wide discretion to determine the appropriate relief in an equity receivership. *See SEC v. Safety Finance Service, Inc.* 674 F.2d 369, 371 (5th Cir. 1982).

13. The Order Appointing the Receiver contemplates the Receiver's authority to surrender assets conditioned upon the waiver of any deficiency owed to a creditor.

14. In addition, the proposed relinquishment of any interest in the Raleigh Premises will allow future rent, maintenance and costs to be avoided by the Receivership Estate.

15. For the reasons described herein, the Receiver contends that the surrender of the Receivership Estate's interest in the Raleigh Premises is in the best interest of the Receivership Estate and should be permitted in accordance with the terms of the attached Lease Cancellation Agreement.

WHEREFORE, PREMISES CONSIDERED, the Receiver prays that, upon consideration of this Motion, the Court authorize the Receiver to surrender the Receivership Estate's interest in the commercial lease for the property at 4030 Wake Forest Road, Raleigh, North Carolina, the security deposit, office furniture, and office supplies located at the Raleigh

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<sup>1</sup> The furniture and supplies left behind at the Raleigh premises are of poor quality and will not bring value to the Receivership Estate.

Premises, along with the sum of \$4,000, all in accordance with the attached Lease Cancellation Agreement.

The Receiver additionally requests an order granting him such other and further relief, general or special, at law or in equity, to which the Receiver may show himself justly entitled

Respectfully submitted,

THOMPSON & KNIGHT LLP

/s/ Jessica B. Magee

Timothy R. McCormick  
State Bar No. 13463500

William L. Banowsky  
State Bar No. 01697125

Jessica B. Magee  
State Bar No. 24037757

1722 Routh Street  
One Arts Plaza, Suite 1500  
Dallas, Texas 75201  
Tel. (214) 969-1700  
Fax (214) 969-1751

**CERTIFICATE OF CONFERENCE**

A conference was held on June 30, 2009 with the Securities and Exchange Commission, who is NOT OPPOSED to the Motion or the relief requested herein.

/s/ Jessica B. Magee  
Jessica B. Magee

**CERTIFICATE OF SERVICE**

On July 1, 2009, I electronically submitted the foregoing document to the Clerk of the Court for the United States District Court for the Northern District of Texas using the electronic case filing system of the Court.

/s/ Jessica B. Magee  
Jessica B. Magee

**OFFICE SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this 3rd day of November 2008 by and between TAM Resources, Inc. d/b/a NORTH RALEIGH BUSINESS CENTER, a North Carolina Corporation, herein referred to as NORTH RALEIGH BUSINESS CENTER and Millennium Financial Group, 4030 Wake Forest Road, Raleigh, NC 27609, herein referred to as Client.

WHEREAS, NORTH RALEIGH BUSINESS CENTER operates a suite of offices with support services hereinafter referred to as the "Business Center" located at 4030 Wake Forest Road, Suite 300, Raleigh, North Carolina 27609.

NOW, Therefore, in consideration of the mutual promises made herein, the parties hereto agree as follows:

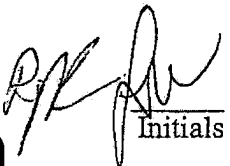
1. TERM. The term of this Agreement shall begin December 1st, 2008 and end December 31st, 2009. No later than thirty (30) days prior to the end of the term, Client agrees to give written notice of intention to renew this Agreement. Should Client not advise NORTH RALEIGH BUSINESS CENTER otherwise by that time, the Agreement shall be automatically continued, for an additional period of ninety (90) days with a six percent (6%) increase in Basic Service Charge. No pro-ration for a partial month's use shall occur. When your Agreement ends, you must enter into a Virtual Office Agreement with us at the current rate for a period of two (2) months. When your Agreement ends you are subject to a redecorating charge of \$150.00 per office. Client has the option to terminate this Agreement at any time with Sixty (60) days advance, written notice.

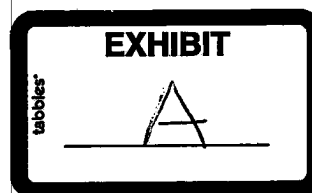
2. BASIC SERVICE CHARGE. Client agrees to pay as the Basic Service Charge for the use of office number(s) 301, 325, & 344, plus included services set forth herein, the sum of Two Thousand Nine Hundred Dollars (\$2,900.00) per month, payable monthly in advance on the first (1<sup>st</sup>) day of each month. Upon execution of this Agreement, Client agrees to pay the first month's Basic Service Charge in advance. This charge is based on the office and services being used by one person only.

3. SERVICES. The monthly Basic Service Charge shall include, in addition to the exclusive use of office number(s) 301, 325, & 344, the following services: Use of common reception area, telephone reception from 8:30 a.m. to 5:30 p.m. Monday through Friday (except holidays); up to twenty-four (24) hours use of the conference rooms or visitor's office per calendar quarter, subject to prior reservation; incoming mail handling and use of kitchen facilities. Additional Services as described in Exhibit "B", Schedule of Services, are available at rates established by NORTH RALEIGH BUSINESS CENTER from time to time.

4. RETAINER. Client shall maintain with NORTH RALEIGH BUSINESS CENTER, the amount of Two Thousand Eight Hundred Sixty Five Dollars (\$2,865.00) as security for the full and faithful performance of the terms, covenants and conditions of this Service Agreement. This retainer is not to be regarded as the last month's basic service charge.

If any repairs become necessary, NORTH RALEIGH BUSINESS CENTER will cause the repairs to be made and, if repairs to any element of the Business Center are necessitated by Client's misuse or abuse, the repair charges will be deducted from Client's retainer. If default shall be made in the payment of the Basic Service Charge or other sums required to be made by Client, or if Client defaults in the performance of any of the other covenants, agreement or conditions to be kept and performed hereunder, NORTH RALEIGH BUSINESS CENTER may at its election, without notice and without terminating this Agreement, apply the retainer funds to payment of Basic Service Charge or other sums due hereunder, or NORTH RALEIGH BUSINESS CENTER may terminate this Service Agreement by reason of any such default and retain such funds as liquidated damages for any such default and not by way of penalty. Any action taken by NORTH RALEIGH BUSINESS CENTER under this paragraph shall not be construed to be a waiver of any of its rights under this Agreement, or of its rights in case of subsequent default, to enforce any remedy available to NORTH RALEIGH BUSINESS CENTER by law or under the provisions of this Agreement, including the remedies set forth in this paragraph. NORTH RALEIGH BUSINESS CENTER shall not be required to keep this retainer separate from its general funds, and Client shall not be entitled to interest on such retainer.

  
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5. LATE PAYMENT. If service charges are not paid by the fifth (5th) day of the month in which due, there shall be added to the amount due a Late Payment service charge of ten percent (10%) of the amount due. The late payment service charge is not interest, but a service fee to compensate NORTH RALEIGH BUSINESS CENTER for additional administrative and clerical time associated with collecting and accounting for the late payment. If a check tendered by Client is returned for insufficient funds, uncollected funds or stopped payment, there shall be a Twenty-five Dollar (\$25.00) service fee. If charges for additional services are not paid by the fifth (5<sup>th</sup>) day of the month in which due, they too are subject to a ten percent (10%) service charge. If service charges are not paid in good funds by the tenth (10<sup>th</sup>) day of the month in which due, the Client shall be responsible for costs incurred by managers and officers of NORTH RALEIGH BUSINESS CENTER in connection with efforts to collect amounts due.

6. COMPETING SERVICES. Only upon advanced written approval by NORTH RALEIGH BUSINESS CENTER shall NORTH RALEIGH BUSINESS CENTER allow or permit secretarial or support personnel of Client to use or work within the Business Center, whether full or part time or volunteer, during normal business hours or after hours. Client will not sell any goods or perform any services in competition with NORTH RALEIGH BUSINESS CENTER.

7. SIGNAGE. Client's company name will be placed on a directory inside the building at the entrance. Client shall use no other signs or advertisements in or about the building without prior written approval of NORTH RALEIGH BUSINESS CENTER.

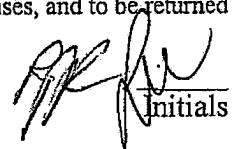
8. UTILITIES & CLEANING. The Basic Service Charge paid hereunder shall include all utilities, including electricity and water. Heating and air conditioning shall be available at temperatures and times which shall be reasonable and comfortable. NORTH RALEIGH BUSINESS CENTER shall provide all cleaning, repairs and maintenance for the office except that Client shall be responsible for cost of damages caused by Client or his employees or invitees.

9. TELEPHONE EQUIPMENT. Client agrees to pay NORTH RALEIGH BUSINESS CENTER for telephone equipment installed in office number(s) 301 and 325 as follows: A one-time telephone, voice mail and system set up charge of Seventy Five Dollars (\$75.00) payable at the time this Agreement is executed. In addition, the client agrees to pay the sum of One Hundred Fifteen Dollars (\$115.00) per month, for local telephone service and telecommunications package, with payments to be made as set forth in paragraph 2, including its provision for partial months. If Client should desire to have high-speed internet access line(s) installed in the office during the term of this Agreement, the charge for the provision of such lines shall be Seventy-five (\$75.00) per month, per line and a one-time set up charge of Seventy-five Dollars (\$75.00), per line.

All components of the telecommunications package, including any telephone numbers used by Client, shall remain at all times the property of NORTH RALEIGH BUSINESS CENTER, and Client shall acquire no rights or claims of possession or ownership of such components except as may be authorized and specified, in writing, by NORTH RALEIGH BUSINESS CENTER. In the event that any toll fraud or illegal use or misuse of telecommunications services or equipment is traceable to Client, Client shall immediately pay and reimburse NORTH RALEIGH BUSINESS CENTER for all charges and costs associated with or flowing from, whether directly or indirectly, such fraud, illegal use or misuse. This may include, but is not limited to, unauthorized use of telephone lines. In the event such fraud, illegal use or misuse occurs, NORTH RALEIGH BUSINESS CENTER may, at its sole discretion, immediately terminate this Agreement. All changes of telephone service shall be ordered only by NORTH RALEIGH BUSINESS CENTER.

10. VOICE MAIL. Use of one voice-mail box is included in the telecommunications package. Client agrees to pay NORTH RALEIGH BUSINESS CENTER Twenty-five Dollars (\$25.00) per month for each additional voice-mail box. Payments will be concurrent with the schedule set forth in paragraph 2 herein, including its provision for partial months.

11. FURNITURE. Client agrees to pay NORTH RALEIGH BUSINESS CENTER, as rental for the office furniture to be placed into office number(s) 301, the sum of Forty Dollars (\$40.00) per month on the first (1<sup>st</sup>) day of each month, with payments to be made concurrent with the Basic Service Charge as set forth in paragraph 2 herein. Without NORTH RALEIGH BUSINESS CENTER' prior approval, all furniture is to be left in said premises, and to be returned

  
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to NORTH RALEIGH BUSINESS CENTER at the end of the Service Agreement term in the same condition received excepting reasonable wear and tear. Client agrees to furnish, at its own expense, an appropriate chair mat (measuring at least 45" by 53") to be placed under the desk chair at each desk in office number(s) 301, 325, and 344.

12. PARKING. NORTH RALEIGH BUSINESS CENTER shall provide parking for the non-exclusive use of Client and its invitees.

13. USE. Client agrees to use the assigned office space exclusively for office uses. Client will not store or use in the office any machinery, chemicals, or other matter that will increase the fire hazard, cause any abnormal amount of noise, create any smell or use an abnormally large amount of electricity. Other than a personal computer, desktop printer or facsimile, Client will not bring any office equipment onto the premises without prior written approval from NORTH RALEIGH BUSINESS CENTER.

14. DAMAGE. NORTH RALEIGH BUSINESS CENTER is not liable for any damage to personal property owned by Client or its invitees unless the damage is caused by NORTH RALEIGH BUSINESS CENTER' gross negligence or willful misconduct, or that of its employees. Each party shall be responsible for carrying such insurance as it deems advisable to protect its own interest.

15. FIRE OR OTHER CASUALTY. In the event the Business Center or the Building should be totally destroyed by fire, tornado or other casualty or be so damaged that rebuilding or repairs cannot be completed within sixty (60) days after the date of such damage, Client or NORTH RALEIGH BUSINESS CENTER, at its option, may terminate this Agreement. In the event the Premises or the Building should be so damaged but only to the extent that the rebuilding or repairs can be completed within sixty (60) days after the date of such damage, NORTH RALEIGH BUSINESS CENTER may elect to terminate this Service Agreement or within fifteen (15) days after such damage, notify Client of NORTH RALEIGH BUSINESS CENTER' intent to repair the Premises in which event the Basic Service Charge shall be abated only for the period of time in which such premises are not available for use by Client.

16. ASSIGNMENT. This Agreement is not assignable or transferable.

17. NUISANCE. Client shall control its conduct and that of its employees and invitees in such a manner as not to create a nuisance nor interfere with nor disturb activities of others within the Business Center.

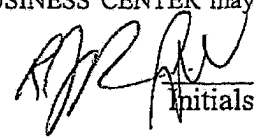
18. PROPERTY ON PREMISES. All property left in the Business Center by Client shall be deemed abandoned to NORTH RALEIGH BUSINESS CENTER. NORTH RALEIGH BUSINESS CENTER shall have a contractual lien upon all property brought on to the premises to secure amounts due hereunder.

19. COLLECTION. In the event NORTH RALEIGH BUSINESS CENTER or Client shall hire an attorney to collect any amounts due hereunder, and prevail in such action, the amount of such attorney's fees shall be added to the amount due from the other party.

20. ENTIRE AGREEMENT. This Agreement shall replace all prior negotiations, agreements or representations and may only be modified in writing as signed by both parties. NORTH RALEIGH BUSINESS CENTER has appointed Richard J. Kahan as sole agent authorized to represent, negotiate and bind NORTH RALEIGH BUSINESS CENTER. Client has appointed William Wise as sole agent authorized to represent, negotiate and bind Client.

21. GOVERNING LAW. This Agreement is executed and performed in Raleigh, Wake County, North Carolina. This Agreement shall be construed under the laws of the state of North Carolina. In the event of litigation, venue shall be in Wake County, North Carolina.

22. DEFAULT. In the event that Client shall default in the prompt payment of Basic Service Charge or other charges when same are due, or violate, or omit to perform any of the material provisions of the Agreement as herein written, or in the event the Client shall abandon the premises, or leave them vacant, NORTH RALEIGH BUSINESS CENTER may send written notice of such default to Client by registered mail, and unless Client shall completely cure said default within five (5) calendar days after receipt of notice, NORTH RALEIGH BUSINESS CENTER may

  
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immediately discontinue all services, enter by force, without being liable for prosecution therefore, take possession of office licensed hereunder and remove all persons and property therefrom, and may elect to cancel this Agreement and receive the Basic Service Charge therefore, which Basic Service Charge shall first be applied to the expenses incurred by NORTH RALEIGH BUSINESS CENTER in entering and re-marketing the use of the office, and then to the payment of the remaining service charges due and payable under this Service Agreement, Client to remain liable for deficiency that may result. NORTH RALEIGH BUSINESS CENTER shall have the right to change locks at any time while a default has occurred and is continuing in addition to all other remedies hereunder.

23. EMPLOYEE REPLACEMENT COSTS. Client acknowledges that NORTH RALEIGH BUSINESS CENTER expends substantial amounts of money to acquire and maintain employees for the services provided to Client, including employment agency fees, officer's time and training costs. Client agrees that during the term of this Service Agreement and for a period of one (1) year thereafter, that in the event Client hires, on behalf of himself or any person or organization, any employee of NORTH RALEIGH BUSINESS CENTER who is employed by, or who is within 90 days after ending employment by the Business Center that upon any breach hereof, it will, as liquidated damages, pay a sum equal to Ten Thousand Dollars (\$10,000.00), plus any attorneys fees and expenses incurred in attempts to collect payment under this provision. This prohibition shall apply to all persons employed by NORTH RALEIGH BUSINESS CENTER during the term of this Agreement.

24. NORTH RALEIGH BUSINESS CENTER ACCESS TO OFFICE(S). NORTH RALEIGH BUSINESS CENTER reserves the right, at any time during the continuance of this Service Agreement, to enter upon the office(s) for the purpose of inspecting or repairing same and for any other reasonable purpose that does not interfere with Client's intended use.

25. COMMON FACILITIES. NORTH RALEIGH BUSINESS CENTER has reserved certain areas to be used and enjoyed by Client and other Clients as common facilities pursuant to such rules and regulations as may be adopted from time to time by NORTH RALEIGH BUSINESS CENTER, including space for conference rooms, visitor's office, reception room, kitchen area, and restrooms all of which have been placed under the control of NORTH RALEIGH BUSINESS CENTER. NORTH RALEIGH BUSINESS CENTER will supervise and control the use and enjoyment of such facilities.

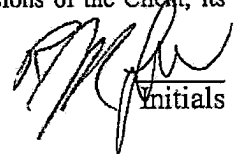
26. RULES AND REGULATIONS. Client shall observe and comply with the Rules and Regulations reasonably promulgated by NORTH RALEIGH BUSINESS CENTER from time to time, the current Rules and Regulations being set out in Exhibit "C", attached.

27. WAIVER, RIGHTS AND REMEDIES. Failure of either party to insist upon strict performance of any covenant of this Service Agreement in any one or more instances shall not be construed as a waiver for the future of any such covenant or condition, but the same shall be and remain in full force and effect. All rights and remedies under this Service Agreement shall be cumulative and shall not exclude any other rights or remedies allowed by law.

28. AGENTS AND BROKERS. Client and NORTH RALEIGH BUSINESS CENTER warrant that they have had no dealings with any real estate agent, broker, salesman, manager or finder in connection with securing this Service Agreement. Client and NORTH RALEIGH BUSINESS CENTER agree to indemnify and hold each other harmless from any loss, cost, lien, claim, damage or expense of any other such agent, broker, salesman or finder incurred in connection with this Service Agreement.

29. INSURANCE. Client agrees to maintain during the term hereof, insurance coverage with respect to the Business Center, with a company reasonably satisfactory to NORTH RALEIGH BUSINESS CENTER, comprehensive general liability insurance coverage in the amounts of not less than One Million Dollars (\$1,000,000.00) per single occurrence and One Million Dollars (\$1,000,000.00) property damage, with current Certificates of Insurance to be furnished to NORTH RALEIGH BUSINESS CENTER as requested from time to time.

30. INDEMNIFICATION. Client shall indemnify and hold harmless NORTH RALEIGH BUSINESS CENTER, its employees and agents, from and against any and all claims, liabilities, demands, loss, costs or expense of every kind and nature relating to bodily injury to or death of any person or damage to property sustained in or about the Business Center to the extent approximately caused by the negligent or willful acts or omissions of the Client, its

  
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employees or invitees. Client shall give NORTH RALEIGH BUSINESS CENTER prompt notice of any claim hereunder.

NORTH RALEIGH BUSINESS CENTER shall not be responsible or liable to the Client for any act or omission to the extent covered by insurance maintained or required to be maintained by the Client with respect to its use of the Business Center (whether or not such insurance is actually obtained or maintained).

31. SMOKING IS NOT PERMITTED. Client shall not smoke within the premises at any time. Client acknowledges that smoking by Client or its invitees is a nuisance and that NORTH RALEIGH BUSINESS CENTER will expend significant monies to remove any smoke stains and/or odors at the Client's expense. A cleaning fee of Two Hundred Fifty Dollars (\$250.00) will be charged to Client for each occurrence.

32. NOTICES. All notices to be delivered hereunder shall be sent by U.S. Mail Certified, Return Receipt Requested, or delivered in person, addressed as and to the attention of the respective persons set forth below. Each such notice shall be deemed delivered on the first business day following its receipt, refusal or attempted delivery, as appropriate, at the address of the party to be noticed.

As to NORTH RALEIGH BUSINESS CENTER:

TAM Resources, Inc.  
d/b/a NORTH RALEIGH BUSINESS CENTER  
4030 Wake Forest Road, Suite 300  
Raleigh, NC 27609  
Attn: Richard J. Kahan

As to Client:

Millennium Financial Group  
4030 Wake Forest Road  
Raleigh, NC 27609  
Attn: William Wise

AGREED to as of the date first above written.

TAM RESOURCES, INC. d/b/a  
NORTH RALEIGH BUSINESS CENTER:

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

Richard J. Kahan


CLIENT:

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

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

PERSONAL GUARANTEE OF PAYMENT. The undersigned hereby unconditionally provides personal guarantee of payment and performance of the terms, covenants and conditions of this Agreement.

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

  
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**LEASE CANCELLATION AGREEMENT AND BILL OF SALE**

Whereas, by lease dated November 3, 2008 ("Lease"), Millennium Financial Group ("Millennium") leased office space commonly known as 4030 Wake Forest Road, Raleigh, North Carolina 27609 ("Leased Premises") from TAM Resources, Inc. d/b/a North Raleigh Business Center ("Lessor"); and

Whereas, the term of the Lease is now set to expire on December 31, 2009; and

Whereas, Millennium has not made rental payments for April or May 2009 and hence is currently in breach of the Lease, currently owing \$14,180 in order to terminate in full satisfaction of the Lease agreement;

Whereas, Richard B. Roper ("Lessee") has been appointed the Receiver for various entities and individuals, including Millennium, a company doing business at the Leased Premises, pursuant to order of the U.S. District Court for the Northern District of Texas, Wichita Falls Division; and

Whereas, Lessee, as Receiver, is authorized to negotiate the termination of the Lease and the disposition of all personal property remaining on the Leased Premises;

**NOW THEREFORE:**

Lessor and Lessee agree:

1. The Lease shall be canceled upon entry of an order by the U.S. District Court for the Northern District of Texas approving this Agreement.
2. Lessor shall accept possession of the Leased Premises in its current condition.
3. Lessor shall retain the security deposit of \$2,865.
4. Lessee shall, prior to June 11, 2009, remove from the Leased Premises any personal property not owned in fee by Lessee.
5. Lessee does hereby convey to Lessor title to all personal property remaining on the Leased Premises after June 11, 2009, with the understanding that such personal property will be sold by Lessor to compensate Lessor for the existing monetary breach and any and all other damages under the Lease.
6. Lessee will, upon approval of the U.S. District Court for the Northern District of Texas, remit \$4,000 to Lessor in full satisfaction of any and all claims Lessor may have against Lessee or Millennium.
7. Lessee hereby indemnifies Lessor for any claims, damages, costs, expenses or suits arising from anyone's assertion of any rights to the Leased Premises or to any of the personal property purportedly conveyed hereby.



8. Lessor agrees to accept this Lease Cancellation Agreement and title to the personal property remaining on the Leased Premises in lieu of further damages under the Lease and hereby releases Lessee from all their obligations under the Lease contingent solely on the Court's approval of the lease cancellation.

Executed as of this 4<sup>th</sup> day of June, 2009.

Lessee:  
Richard B. Roper, Esq  
(Receiver for Millennium Financial Group)

By: J. M. [Signature] for Richard Roper  
w/ permission

Lessor:  
TAM Resources, Inc

By: [Signature] Kahana, Pres.