

EXHIBIT O

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT <small>Optional Form for Transactions without Sellers</small>	
NAME AND ADDRESS OF BORROWER: Paul S. Hayward Barbara Serafini, Trustee of the Barbara Serafini 1998 Revocable Trust	NAME AND ADDRESS OF LENDER: Dodge Financial, Inc., Trustee of the CB 2008 Realty Trust P.O. Box 7017 Gilford, NH 03247
PROPERTY LOCATION: 11 Sunset Hill Road (Route 117 and Sunset Hill Road) (Lot 1)	SETTLEMENT AGENT: Law Office of Jason M. Sullivan, PLLC PLACE OF SETTLEMENT: One New Hampshire Avenue, Suite 125 Portsmouth, NH 03801 SETTLEMENT DATE: October 8, 2008 LOAN NUMBER: HAYWARD-340
L. SETTLEMENT CHARGES	
800. ITEMS PAYABLE IN CONNECTION WITH LOAN	
801. Loan Origination Fed 0.0000% to Financial Resources National, Inc.	34,000.00
802. Loan Discount % to	
803. Appraisal Fee to	
804. Credit Report to	
805. Lender's Inspection Fee to	
806. Mortgage Ins. App. Fee to	
807. Mortgage Broker Fee to	
808.	
809.	
810.	
811.	
812.	
813.	
814.	
815.	
816.	
817.	
818.	
819.	
820.	
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE	
901. Interest 10/08/08 to 11/01/08 @ \$ /day	4,359.75
902. Mortgage Insurance Prem for months to	
903. Hazard Insurance Prem for 1.0 yr to	
904.	
905.	
1000. RESERVES DEPOSITED WITH LENDER	
1001. Hazard Insurance months @ \$ per month	
1002. Mortgage Insurance months @ \$ per month	
1003. City/Town Taxes months @ \$ per month	
1004. County Taxes months @ \$ per month	
1005. Assessments months @ \$ per month	
1006. months @ \$ per month	
1007. months @ \$ per month	
1008. months @ \$ per month	0.00
1100. TITLE CHARGES	
1101. Settlement Fee to	
1102. Title Search to	
1103. Title Examination to	
1104. Title Ins. Binder to	
1105. Document Prep. to	
1106. Notary Fees to	
1107. Attorney's Fees to Law Office of Jason M. Sullivan, PL	1,000.00
(includes above item numbers:)	
1108. Title Insurance to First Am Tit Ins 30%/LOJMS 70%	823.00
(includes above item numbers: 1109)	
1109. Lender's Coverage \$ 340,000.00	
1110. Owner's Coverage \$	
1111. Courier Fee to Law Office of Jason M. Sullivan, PL	50.00
1112.	
1113.	
1114.	
1115.	
1116.	
1117.	
1118.	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES	
1201. Recording fees: Mortgage \$ 53.17 ; Releases \$	90.15
1202. City/County Tax/Stamps: Mortgage \$	
1203. State Tax/Stamps: Mortgage \$	
1204. L-Chip Fee to County Register of Deeds	25.00
1205.	
1300. ADDITIONAL SETTLEMENT CHARGES	
1301. Survey	
1302. Pest Inspection	
1303.	
1304.	
1305.	
1400. TOTAL SETTLEMENT CHARGES (enter on line 1602)	40,347.90
M. DISBURSEMENT TO OTHERS	
1501. 24 Month Interest Reserve to Held by CL&M, Inc.	122,400.00
1502. Payment to Richard Speed, PhD	8,500.00
1503. Payment to Attorney William Boesc	7,000.00
1504. Payment to Sugar Hill Tax Col. (Es)	40,000.00
1505. Escrowed Funds to C.L. & M, Inc.	121,752.10
1506.	
1507.	
1508.	
1509.	
1510.	
1511.	
1512.	
1513.	
1514.	
1520. TOTAL DISBURSED (enter on line 1603)	299,652.10
N. NET SETTLEMENT	
1600. Loan Amount	\$ 340,000.00
1601. Plus Cash/Check from Borrower	\$ 0.00
1602. Minus Total Settlement Charges (line 1400)	\$ 40,347.90
1603. Minus Total Disbursements to Others (line 1520)	\$ 299,652.10
1604. Equals Disbursements to Borrower (after expiration of any applicable rescission period required by law)	\$ 0.00

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein.

Borrower Paul S. Hayward
 Paul S. Hayward

Jason M. Sullivan
 Law Office of Jason M. Sullivan, PLLC
 Settlement Agent

Certified to be a true copy. Barbara Serafini
 Barbara Serafini, Trustee

LOAN MASTER REPORT

COMPANY
 C L and M, Inc.
 15 Northview Dr.
 Meredith NH 03253
 (603) 279-3440

REPORT DATE	8/8/2009
ACCOUNT NO.	48486
PRIMARY BORROWER	Paul Hayward #27 111
PRIMARY PROPERTY	Tax Map 219, Lot 27.111 Sugar Hill NH 03586

PRIMARY BORROWER & CO-BORROWERS INFORMATION

Paul Hayward #27 111
 10 Sunset Hill Road
 Sugar Hill NH 03586

Borrower Type: Primary
 E-mail Address:
 E-mail Format: HTML
 Delivery Options: Print

Phone Home: (603) 823-5564
 Phone Work: (603) 823-5564
 Phone Cell:
 Phone Fax:

ASSIGNMENT OF LOAN FUNDING

Lender Account	Lender Name	Pct Owned	Principal Balance	Regular Payment	% of Prin	Broker Servicing Fee Plus Amt	Minimum	Vendor Servicing Fee Plus Amt	Minimum	Vendor Account	Rounding Error
BRJO-CBT	John Boender - CBT	28.412%	\$100,000.00	\$1,500.00	0.0000%	\$0.00	\$0.00				<input type="checkbox"/>
CZR-CBT	Richard Cruz - CBT	41.176%	\$140,000.00	\$2,100.00	0.0000%	\$0.00	\$0.00				<input checked="" type="checkbox"/>
JYBR-CBT	Brian Jeffery - CBT	28.412%	\$100,000.00	\$1,500.00	0.0000%	\$0.00	\$0.00				<input type="checkbox"/>
			\$340,000.00	\$5,100.00							

ACCOUNT ACTIVITY

Transaction Date	Payment Due Date	Reference	Description	Transaction Amount	Interest	Principal	Distribution Late Chgs	Other	Trust	Principal Balance
			Balance Forward							\$0.00
10/08/2008			Funds Advanced	-\$340,000.00		-\$340,000.00				\$340,000.00
11/04/2008			PER DIEM	\$0.00	\$4,359.75					-\$4,359.75
12/08/2008			TRUST	\$0.00	\$5,100.00					-\$5,100.00
01/08/2009			TRUST	\$0.00	\$5,100.00					-\$5,100.00
02/08/2009			TRUST	\$0.00	\$5,100.00					-\$5,100.00
03/08/2009			TRUST	\$0.00	\$5,100.00					-\$5,100.00
04/08/2009			TRUST	\$0.00	\$5,100.00					-\$5,100.00
05/08/2009			TRUST	\$0.00	\$5,100.00					-\$5,100.00
06/08/2009			TRUST	\$0.00	\$5,100.00					-\$5,100.00
07/08/2009			TRUST	\$0.00	\$5,100.00					-\$5,100.00
08/08/2009			TRUST	\$0.00	\$5,100.00					-\$5,100.00
			Payment - Thank You	\$50,259.75		-\$340,000.00				-\$50,259.75

TRUST ACCOUNT ACTIVITY

Transaction Date	Check# or Reference	From Whom Received or To Whom Paid	Description / Memo	Amount Paid Out	Amount Received	Daily Balance
			Balance Forward			\$0.00
10/08/2008		Lender Deposits	Total loan		\$340,000.00	\$340,000.00
10/08/2008	555	Disbursements at closing	First disbursement	\$55,500.00		\$284,500.00
10/08/2008	560	Gould & Burke, PLLC	Closing costs	\$35,988.15		\$248,511.85
11/04/2008	PER DIEM	Paul Hayward #27 111	Borrower Payment	\$4,359.75		\$244,152.10

LOAN MASTER REPORT

TRUST ACCOUNT ACTIVITY				CLF	Amount Paid	Amount Received	Daily Balance
Transaction Date	Check# or Reference	From Whom Received or To Whom Paid	Description / Memo		Out		
11/26/2008	206823	Town of Sugar Hill	Inv # 000702-000393	R	\$3,096.98		\$241,056.12
11/26/2008	206824	Town of Sugar Hill	Inv # 000702-001026	R	\$1,146.68		\$239,908.44
11/26/2008	206825	Town of Sugar Hill	Inv # 000702-001077	R	\$968.86		\$238,939.58
11/26/2008	206826	Town of Sugar Hill	Inv # 000770-000392	R	\$6,429.73		\$232,509.85
12/08/2008	TRUST	Paul Hayward #27,111	Borrower Payment	R	\$5,100.00		\$227,409.85
12/31/2008	17394	Paul Hayward #27,111	Reimburse for furnace repairs (Inv)	R	\$814.50		\$226,595.35
12/31/2008	17395	Barbara Serafini	Reimburse for misc materials, loan interest & atty fee	R	\$1,591.82		\$225,003.53
01/08/2009	TRUST	Paul Hayward #27,111	Borrower Payment	R	\$5,100.00		\$219,903.53
01/14/2009	207553	Barbara Serafini	Invs 711773 & 981404	R	\$695.00		\$219,208.53
01/29/2009	207662	Internal Revenue Service	Addl taxes through 01/30/09	R	\$250.25		\$218,958.28
02/04/2009	208042	Barbara Serafini	Feb mty pmt for WGSB #35499	R	\$274.79		\$218,683.49
02/08/2009	TRUST	Paul Hayward #27,111	Borrower Payment	R	\$5,100.00		\$213,583.49
02/09/2009	208312	George M. Stevens and Son, Co.	Account # 3268, Inv Date 02/06/09	R	\$4,261.00		\$209,322.49
03/04/2009	208792	Barbara Serafini	Reimbursement - WGSB and Kernbuilt	R	\$803.10		\$208,519.39
03/08/2009	TRUST	Paul Hayward #27,111	Borrower Payment	R	\$5,100.00		\$203,419.39
03/30/2009	209296	Barbara Serafini	Reimbursement - Payment, Acct # 110572	R	\$196.10		\$203,223.29
04/08/2009	TRUST	Paul Hayward #27,111	Borrower Payment	R	\$5,100.00		\$198,123.29
04/15/2009	18149	Creditors Interchange	Reference # 5490500104506642	R	\$1,231.17		\$196,892.12
05/01/2009	18441	Barbara Serafini	Reimburse for home equity pmt	R	\$231.12		\$196,661.00
05/08/2009	TRUST	Paul Hayward #27,111	Borrower Payment	R	\$5,100.00		\$191,561.00
05/13/2009	19067	Barbara Serafini	reimburse for 1/2 expenditures thru 4/1/09	R	\$10,000.00		\$181,561.00
06/08/2009	TRUST	Paul Hayward #27,111	Borrower Payment	R	\$5,100.00		\$176,461.00
07/08/2009	TRUST	Paul Hayward #27,111	Borrower Payment	R	\$5,100.00		\$171,361.00
08/08/2009	TRUST	Paul Hayward #27,111	Borrower Payment	R	\$5,100.00		\$166,261.00
					\$173,739.00	\$340,000.00	

Mortgage Loan Purchase & Sale Agreement

Purchaser: Todd M. Workman
375 Plantation Road
Franconia, New Hampshire 03580

Seller: CB 2008 Realty Trust
Dodge Financial Inc., Trustee
P.O. Box 7017
Gilford, New Hampshire 03247

Date: May 18, 2009

Mortgage Loan: Note and Mortgage from Paul S. Hayward and
Barbara Serafini (Trustee) in the amount of \$340,000
(Dated October 8, 2008 and further described herein).



Mortgage Loan Purchase & Sale Agreement

This Mortgage Loan Purchase & Sale Agreement (this "Agreement"), is dated and effective as of May 18, 2009, between CB 2008 Realty Trust as "Seller", and Todd M. Workman, as "Purchaser".

Recitals

The CB 2008 Realty Trust desires to sell, assign, transfer, set over and otherwise convey the described Mortgage Loan together with all of the rights, title and interest of the Mortgage Loan to Todd M. Workman, with recourse, representation and warranty, as set forth herein. Todd M. Workman desires to purchase, subject to the terms and conditions set forth herein, the described Mortgage Loan identified on the schedule annexed hereto as exhibit A (the "Mortgage Loan Schedule").

Purchase Price

The Purchase Price shall be \$161,457.⁰⁶ (ONE HUNDRED SIXTY ONE THOUSAND FOUR HUNDRED FIFTY SEVEN AND ⁰⁶/₁₀₀). Refer to exhibit B (the "Calculation of Sale Price"). The Purchaser shall pay such purchase price to the Seller on the closing date by a method as shall be mutually acceptable to the parties hereto.


Conditions to Closing

This Agreement is subject to the following terms and conditions. That each of the representations and warranties of the Seller shall be true and correct.



- A) All required approvals and consents to the transaction contemplated by this Agreement shall have been obtained from the necessary parties.
- B) Each of the representations and warranties of the Seller and its affiliated parties made in this Agreement shall be true and correct. Refer to exhibit C (the "Affiliated Parties").
- C) There are no pending or threatened litigation issues regarding the Mortgage assets, the CB 2008 Realty Trust and its affiliated parties.
- D) An Assignment of Mortgage in form and substance acceptable for recording at the Grafton Registry of Deeds must be delivered to the Purchaser by the Seller.
- E) The original Title Insurance Policy shall be transferred to the Purchaser prior to the closing.
- F) The Seller shall deliver to the Purchaser all of the original loan documents included in the related mortgage files and servicing files.
- G) Homeowners Insurance Binder: The Seller shall deliver to the Purchaser an insurance binder with sufficient coverage on all of the secured properties.
- H) The Seller shall reasonably satisfy all of the Purchaser's additional concerns and request for supporting documentation. Refer to exhibit D ("Additional Concerns & Request for Information").

The Seller, Purchaser and Affiliated Parties have reviewed this Agreement together with all exhibits and mutually agree to the terms and conditions. This agreement may not be modified or amended except by written instrument executed by both parties. This Agreement sets forth the entire agreement between the parties, and all prior statements or representations, are deemed to be merged to this complete agreement. The provisions, covenants and agreements herein contained will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted assigns.



Signature Page

By: Donald Dodge, Trustee
Donald Dodge (Seller)
Trustee of CB 2008 Realty Trust, duly authorized

By: Todd M. Workman
Todd M. Workman (Purchaser)

By: Donald Dodge, President
CL and M, Inc (Loan Servicing Agent), duly authorized

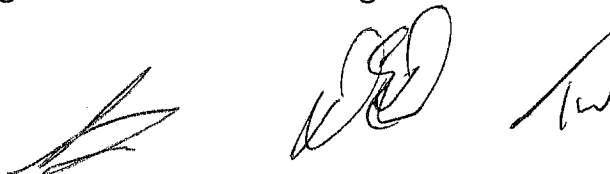
By: du Behnlt of
Jason M. Sullivan, PLLC
Attorney (Title Insurance Policy & Legal Description)

By: Scott Farah
Scott Farah (Mortgage Broker)
Financial Resources National, Inc.

Exhibit A – The Mortgage Loan Schedule

This Mortgage Loan to be purchased is identified as follows:

- Mortgage from Paul S. Hayward and Barbara Serafini, Trustee of the Barbara Serafini 1998 Revocable Trust to Dodge Financial, Inc., Trustee of the CB 2008 Realty Trust, in the principal amount of \$340,000.00 dated October 8, 2008, filed for record on October 10, 2008 in Book 3557, Page 559 of the Grafton Registry of Deeds.
- The Mortgage Loan is secured by a valid first mortgage upon the fee simple title on the following property (Includes four buildings):
 - Land and Buildings known as Tax Map 219-57 including 12.35 acres with an address of 10/12 Sunset Hill Road, Sugar Hill, New Hampshire. This property contains the Homestead Inn, the Carriage House and the Sugar Hill Sampler.
 - Land and Buildings known as Tax Map 219-27.111 including 12.83 acres with an address of 11 Sunset Hill Road, Sugar Hill, New Hampshire (Also known as the "Family Cottage").
- The Mortgage Loan is further secured by a valid second mortgage upon the fee simple title on the following property:
 - Land known as Tax Map 219-27.121 including 7.48 acres of buildable land located on Hayward Lane, Sugar Hill, New Hampshire.
 - Land known as Tax Map 219-27.123 including 3.00 acres of buildable land located on Hayward Lane, Sugar Hill, New Hampshire.
 - Land known as Tax Map 219-Lot 57.2 including 4.07 acres of buildable land located on Sunset Hill Road, Sugar Hill, New Hampshire (Described as Lot 3 on plan 12518).
 - Land known as Tax Map 219-Lot 57.1 including 2.15 acres of buildable land located on Sunset Hill Road, Sugar Hill, New Hampshire (described as Lot 2 on plan 12518). Note: In the event that his lot has been sold please provide a copy of the Purchase & Sale agreement, HUD Settlement Statement, Road Maintenance Agreement and Escrow Agreement for road improvements.



As a condition of the Mortgage Loan Purchase & Sale Agreement a valid Title Insurance Policy from First American Title Insurance Company (ALTA Loan Policy) is to be issued to Todd M. Workman by the Law Office of Jason M. Sullivan, PLLC. All of the collateral listed above shall be included in the Legal Description as set forth in "Exhibit A" of the title policy.

BY: Donald Dodge, Trustee

Donald Dodge (Seller)

Trustee of CB 2008 Realty Trust, duly authorized

BY: Todd M. Workman

Todd M. Workman (Purchaser)

BY: Jason M. Sullivan, PLLC on behalf of

Jason M. Sullivan, PLLC

Attorney (Title Insurance Policy & Legal Description)

BY: Scott Farah

Scott Farah (Mortgage Broker)

Financial Resources National, Inc.

Exhibit B – Calculation of Sale Price
“Rough Draft”

Original Loan Amount: \$340,000.00

Interest Reserve Discount: (88,781.94)

24 Month Interest Reserve: \$122,400.00

▪ November 2008 – April 2009: \$30,600.00

▪ May 2009 – 18 days prorated: \$ 3,018.06

Total Interest accrued: \$33,618.06

Interest remaining: \$ 88,781.94

Escrowed Funds Discount: (99,761.00)


Total amount escrowed: \$121,752.10

▪ Amount disbursed: \$21,991.10

▪ Available Credit: \$99,761.00

Net Purchase Price: **\$151,457.06**

ADDITIONAL ESCROW DISBURSEMENT
 (5-13-09 - CHECK # 19067)

ATW × ^{\$} 10,000.00 
 \$ 161,457.06

Note: A detailed itemization of the accrued interest and escrow disbursements as of the closing date shall be provided by the Seller. Any adjustments will be made to the calculation of the purchase price.

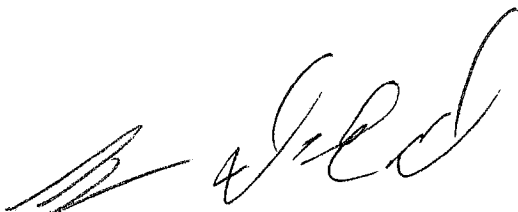




Exhibit C – Affiliated Parties

Each of the representations and warranties of the Seller and its affiliated parties, listed below, were relied upon as being accurate when completing the due diligence prior to purchasing the Mortgage Loan. The information provided by the affiliated parties is known to be true and correct.

1. Donald Dodge (Seller), Trustee of CB 2008 Realty Trust.
2. CL and M, Inc (Loan Servicing Agent).
3. Law Office of Jason M. Sullivan, PLLC (Title Insurance).
4. Financial Resources National, Inc. (Mortgage Broker).

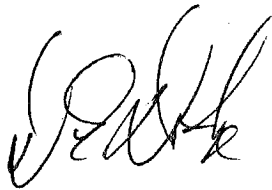


Exhibit D – Additional Concerns & Request for Information

The Seller shall reasonably satisfy the Purchaser's additional concerns and requests as follows:

1. Clarification of Escrowed Funds: The loan addendum allows for funds to be escrowed for two years of anticipated property taxes and insurance. The remainder of the funds is reserved for the "*operation of the Homestead Inn.*" Utilities and maintenance are also listed as permissible expenses. Why are the property taxes on the building lots being paid from the escrowed funds? Why is the mortgage interest on the "annex" Home Equity Loan being paid from the escrowed funds? Why are expenses from the Sugar Hill Sampler, Carriage House and Family Cottage being paid from the escrowed funds?
2. Please provide confirmation of the "Names" associated with each building and lot along with the appropriate Tax Map & Lot Number and a copy of the corresponding Legal Description. It is understand that the Mortgage Loan is secured by the following property. Please provide evidence that he Title Insurance Policy includes all of the listed property (a-h). I was unable to locate proof of a lien on the Family Cottage (Map 219-Lot 27.111) and the second positions liens on the four lots. The Note & Mortgage list Map 219-Lot 27.111 as collateral and provides the address as being 11 Sunset Hill Road. This represents the "Family Cottage" across the street. However, the attached Legal Description is for Map 219-57 which is the Homestead Inn with an address of 10/12 Sunset Hill Road.
 - a. The Homestead Inn
 - b. The Sugar Hill Sampler
 - c. The Family Cottage (AKA the Annex – please confirm)
 - d. The Carriage House
 - e. The 7.48 acre lot (Hayward Lane)
 - f. The 3.00 acre lot (Hayward Lane)
 - g. The 4.07 acre lot (Sunset Hill Road)
 - h. The 2.15 acre lot (Sunset Hill Road)



3. Woodsville Guarantee Community Bank has a Home Equity Loan with monthly interest payments being reimbursed from the escrowed funds. Which real estate parcel is securing this loan?
4. Has the closing occurred on the 2.15 acre lot? Please provide a copy of the following:
 - a. The Purchase & Sale Agreement
 - b. Copy of Escrow Agreement for the Road Improvements
 - c. Copy of Private Road Maintenance Agreement
 - d. Copy of the HUD Settlement Statement
5. Attorney Samaha & Russell have indicated that they have completed a second lien from Paul Hayward to Barbara Serafini. Please provide a copy of the agreement and indicate which parcels are used for collateral.
6. Please provide evidence that all liens and encumbrance have been properly discharged (refer to "Affidavit of Encumbrances).
7. The appraisals for the 4.07 acre and 2.15 acre lot reference an easement for golf privileges at the abutting course. Please provide written evidence of such easements.
8. Please provide a rental schedule along with copies of lease agreements for the Homestead Inn, The Sugar Hill Sampler, The Carriage House and the Family Cottage.

A handwritten signature in black ink, appearing to be 'W. B. E.', is located at the bottom center of the page. To the right of the signature is a small, stylized mark that resembles a checkmark or a flourish.