

EXHIBIT A

SETTLEMENT STIPULATION

NOW COME Steven M. Notinger, Chapter 7 Trustee (“the Trustee”) of the Estates of Financial Resources Mortgage, Inc. (“FRM”), C, L & M, Inc. (“CLM”) and other Jointly Administered Debtors pending in Lead Case No. 09-14565-JMD. (“the Jointly Administered Debtors”), and Michael Gould, Esquire, Michael Burke, Esq. and Gould & Burke, PLLC (collectively, “G&B”), and agree and stipulate as follows:

WHEREAS FRM and CLM were placed into involuntary Chapter 7 bankruptcy on November 20, 2009 (“the Petition Date”) after allegations arose that FRM and CLM were operating a Ponzi scheme through their mortgage brokering (FRM) and mortgage servicing (CLM) businesses;

WHEREAS the other Jointly Administered Debtors, various trusts (“the Lender Trusts”) and other entities related to FRM and CLM were placed into Chapter 7 bankruptcy shortly after the Petition Date and are being jointly administered by the Bankruptcy Court under Lead Case No. 09-14565-JMD;

WHEREAS G&B were the former attorneys for CLM and other Jointly Administered Debtors and assisted CLM in closing hundreds of mortgage transactions and in setting up the Lender Trusts, including drafting most, if not all, documents associated therewith;

WHEREAS on or about April 15, 2010 the Trustee filed a formal notice of claim on behalf of CLM and other Jointly Administered Debtors against G&B and its insurer, alleging legal malpractice and various breaches of G&B’s duties of care to its client, CLM (See Notice of Claim, attached hereto as Exhibit B);

WHEREAS G&B has denied the Trustee's allegations and stated that it was unaware of the activities of the principals of FRM and CLM, Scott Farah and Donald Dodge, which caused harm to CLM and the other Jointly Administered Debtors and their creditors,

WHEREAS some individual lenders associated with FRM and CLM have brought suit or filed claims against G&B independent of the Trustee, which, except for one action proceeding in Massachusetts, have been stayed in the Belknap County Superior Court, pending resolution of matters against G&B in the Bankruptcy Court;

WHEREAS, G&B has represented that it has little by way of assets and limited insurance coverage, in the amount of \$2,000,000.00 (Two Million Dollars) ("the Insurance Coverage"), to pay any damage claims associated with the FRM/CLM matter, and that the claims presently filed, including the Trustee's, exceed the Insurance Coverage available;

WHEREAS, G&B has offered to pay the bankruptcy estate of CLM the sum of \$400,000.00 (Four Hundred Thousand Dollars) ("the Settlement Payment") to settle all claims against G&B by the Trustee on behalf of CLM, FRM and all the Jointly Administered Debtors, and to make the remaining \$1,600,000.00 in Insurance Coverage ("the Remaining Insurance Proceeds") available in a separate mediation process its insurer is setting up outside the bankruptcy process, in order to buy its peace and avoid further litigation with the Trustee;

WHEREAS the Trustee wishes to settle with G&B prior to bringing formal suit, accept the Settlement Payment, avoid further litigation expenses for the Estate and allow the remaining Insurance Coverage to be available to FRM/CLM investors who wish to participate in the outside mediation process;

NOW THEREFORE, in consideration of the above and other good and valuable consideration, the Trustee and G&B hereby agree as follows upon approval of this Settlement Stipulation by the Court:

1. G&B shall pay the Settlement Payment to the Trustee within 14 days of Bankruptcy Court approval of this Settlement Agreement. Payment of the Settlement Payment and approval of the Motion to Approve Compromise and Settlement by the Bankruptcy Court, shall be in full satisfaction of any claim against G&B by the Trustee, CLM, FRM or any of the Jointly Administered Debtors and their bankruptcy estates, including any legal malpractice claim or any claims under Chapter Five of the Bankruptcy Code. The Settlement Payment shall be made by check payable to, "Steven M. Notinger, Chapter 7 Trustee for CLM," and shall be mailed to Steven M. Notinger, Trustee, 547 Amherst Street, Nashua, NH 03063.

2. Upon receipt of the Settlement Payment and upon Court approval of this Settlement Stipulation, the Trustee, as Trustee of the Estates of CLM, FRM and all Jointly Administered Debtors under Lead Case No. 09-14565-JMD (See List, Attached as Exhibit C), on behalf of himself and his successors, heirs and assigns, does hereby remise, release, acquit and forever discharge G&B, and their insurance carrier, Continental Casualty Company, their administrators, heirs, successors, assigns, employees, officers, directors, shareholders, principals, agents, attorneys and accountants from all claims, demands, actions, causes of action, suits, whether in law or in equity, including any legal malpractice or negligence claims, and any claims under Chapter Five of the Bankruptcy Code, which the Trustee now has, or hereafter can, shall or may have, for or by reason of any cause, damages, costs, loss of service, expenses and compensation which heretofore have been or which hereafter may be sustained by the Trustee or the bankruptcy estates of CLM, FRM or any other Jointly Administered Debtor.

3. Upon receipt of the Settlement Payment by the Trustee and upon Court approval of this Settlement Stipulation, G&B, on behalf of themselves and their successors, heirs and assigns, do hereby remise, release, acquit and forever discharge the Trustee and the bankruptcy estates of CLM, FRM and all other Jointly Administered Debtors, and their administrators, heirs, successors, assigns, employees, officers, directors, shareholders, principals, agents, attorneys and accountants from all claims, demands, actions, causes of action, suits, whether in law or in equity, that G&B now has, or hereafter can, shall or may have, for or by reason of any cause, damages, costs, loss of service, expenses and compensation which heretofore have been or which hereafter may be sustained by G&B related to any of the Jointly Administered Debtors, CLM and/or FRM. G&B hereby waive any right to file a Proof of Claim against the bankruptcy estates of CLM, FRM or any of the other Jointly Administered Debtors.

4. As part of this settlement, upon receipt of the Settlement Payment and after approval by the Court, the Trustee shall waive any claim to the Remaining Insurance Proceeds, and/or to any claim made against the Remaining Insurance Proceeds by any FRM/CLM related investor/lender, including any Defendants in the Adversary Proceeding known as *Notinger v. Tebbe, et al.*, Adv. Pro. No. 09-1184-JMD (“the Omnibus Adversary”), except for any “split” of anticipated recovery from G&B in any previously or subsequently approved separate Settlement Agreement filed in the Omnibus Adversary between the Trustee and any Defendant therein. Any injunction imposed by the Bankruptcy Court in the Omnibus Adversary shall also be lifted with regard to the Remaining Insurance Proceeds and/or G&B.

5. It is intended by the Trustee and G&B that any FRM/CLM-related lender may participate in the mediation program being set up by G&B with regard to the Remaining Insurance Proceeds, including direct lenders or any lender who was a beneficiary of a

FRM/CLM-related trust, including those which are Jointly Administered Debtors, and nothing in this Settlement Agreement shall be construed as preventing lenders who were FRM/CLM-related trust beneficiaries from participating in the mediation process or sharing in the Remaining Insurance Proceeds. G&B agrees to provide the Trustee with an accounting or list of the Remaining Insurance Proceeds which are paid out to FRM/CLM lenders or creditors for purposes of claims adjustment in the bankruptcy case.

6 The U.S. Bankruptcy Court for the District of New Hampshire shall retain jurisdiction and govern any disputes which arise under this Settlement Stipulation.

7. This Settlement Stipulation may be executed in one or more counterparts, and by facsimile, each counterpart to be considered an original portion of this Settlement Stipulation.

8. All parties hereto agree to execute any and all documents, and to do and perform any and all acts and things, upon request by the other, reasonably necessary or proper, to effectuate or further evidence the terms and provisions of this Settlement Stipulation.


9. The Trustee and G&B have each had the opportunity to review this Settlement Stipulation with Counsel, and shall each bear and be responsible for their own costs and attorney's fees incurred in connection with these matters.

10. This Settlement Stipulation is executed in settlement of disputed claims. G&B do not, by any agreement hereunder, admit any liability of any kind.

11. This Settlement Stipulation constitutes the entire agreement between the parties hereto and may not be altered or modified other than by a writing signed by all of the parties hereto.

12. This Settlement Stipulation is subject to approval by the Court and, in the event that it is not so approved, shall be null and void in all respects.

Dated: 10/24/2011



Steven M. Notinger, Chapter 7 Trustee

Dated: 10/24/2011

Michael Burke

Dated: 10/24/2011

Michael Gould

Dated: 10/24/2011

Gould & Burke, PLLC by its duly authorized:

(title)