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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)

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14 SANTA FE POINTE, LP, et al.,
15 Plaintiffs/Counter-defendants,
16 v.
17 GREYSTONE SERVICING
18 CORPORATION, INC., et al.,
19 Defendants and Counterclaimant.

Case No. C 07-05454 MMC

JUDGMENT

Judge: Hon. Maxine M. Chesney

20 Pursuant to this Court's Order on Counterclaimant Greystone CDE, LLC's ("Greystone
21 CDE") "Motion for Summary Judgment" (doc. # 112) that Greystone CDE had established
22 Counter-defendant Theotis Oliphant's ("Oliphant") and Santa Fe Pointe, LP ("SFP") liability on
23 Greystone CDE's counterclaims "in the event SFP has failed to repay the sums it borrowed under
24 the Loan Agreement" [Order (doc # 164) at 14:7-9], and pursuant to the parties' stipulation of July
25 30, 2009,

IT IS HEREBY ORDERED AND ADJUDGED THAT:

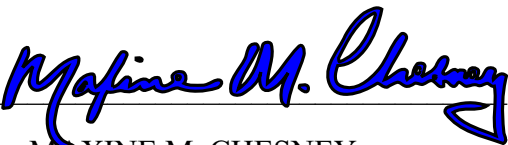
26 1. Santa Fe Pointe Management, LLC (a/k/a Santa Fe Management, LLC) ("SFM")
27 owes (jointly and severally with SFP, Oliphant and Rant) Greystone CDE \$601,290.83 on the
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1 bridge loan in unpaid principal, interest, and loan-related fees and Judgment is entered in favor of
2 Greystone CDE, and against SFM, SFP, Oliphant and Rant, jointly and severally, for this amount;

3 2. SFM (along with SFP, Oliphant and Rant) is required to and shall indemnify, pay,
4 and reimburse Greystone CDE for attorney's fees and costs incurred by Greystone CDE in
5 connection with this action pursuant to the Bridge Loan Documents (Partner Guaranty, Pledge
6 and Security Agreement § 11, Bridge Promissory Note at 2, Bridge Loan Agreement at § 10.1,
7 Assignment of Purchase Agreement at § 7, Guaranty and Suretyship Agreement at § 3.07,
8 Developer Limited Guaranty Pledge and Security Agreement at § 12) in an amount to be
9 determined by the Court pursuant to a cost/fee application to the Court. Based on that cost/fee
10 application (to be filed on or before September 14, 2009 pursuant to Order (doc. # 192) entered
11 June 19, 2009), any opposition thereto by Plaintiffs/Counterdefendants, and any Reply, the Court
12 will amend this Judgment to state the total sum of money recoverable by Greystone CDE against
13 SFM, SFP, Oliphant and Rant, jointly and severally.

14 3. Judgment will not be final until calculation of the total sum recoverable by
15 Greystone CDE against SFM, SFP, Oliphant and Rant as provided in Paragraph 2, above.

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17 Dated: August 4, 2009

18 By: 
19 MAXINE M. CHESNEY
20 United States District Judge
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