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**STATE OF NEVADA**  
**DEPARTMENT OF BUSINESS AND INDUSTRY**  
**DIVISION OF MORTGAGE LENDING**

\* \* \*

In re:

CCSF LLC dba  
Greystone Financial Group,  
  
Respondent.

**STIPULATED SETTLEMENT AGREEMENT**

**STIPULATED SETTLEMENT AGREEMENT**

The licensing and regulation of mortgage bankers in the State of Nevada is governed by Chapter 645E of the Nevada Revised Statutes (hereinafter, "NRS") and Chapter 645E of the Nevada Administrative Code (hereinafter, "NAC"). The State of Nevada, Department of Business and Industry, Division of Mortgage Lending (hereinafter, the "Division") has the general duty to exercise supervision and control over mortgage bankers and mortgage banking activity. See, NRS 645E.300(1). Pursuant to that authority, the Division hereby enters into the following Stipulated Settlement Agreement ("Agreement") with CCSF LLC dba Greystone Financial Group ("Respondent"), as follows:

**RECITALS**

WHEREAS, on May 22, 1998, pursuant to NRS 645E.200, CCSF LLC., dba Greystone Financial Group (hereinafter, "Respondent") was licensed as a mortgage banker located at 8925 South Pecos Road, Suite 16A, Las Vegas, NV.

WHEREAS, pursuant to NRS 645E.300, the Division is further charged with conducting an "annual examination of each mortgage banker doing business in the State". See, NRS 645E.300(2)(d).

1 WHEREAS, on September 22, 2008, the Division conducted a scheduled annual  
2 examination of the RESPONDENT, in accordance with NRS 645E.300(2)(d).

3 WHEREAS, during this annual examination, it was discovered that Respondent had  
4 been conducting loan activity by originating and closing loans at 100 Wigwam Pkwy., #120,  
5 Henderson, NV, a location not licensed with the Division, despite the requirement of all  
6 mortgage banker licensees to conduct mortgage banking business for Nevada borrowers  
7 strictly through their licensed branch offices and no others. See, NRS 645E.200 (2).

8 WHEREAS, Respondent's 100 Wigwam Pkwy., #120, Henderson, NV location  
9 subsequently became licensed on March 3, 2009.

10 WHEREAS, after settlement negotiations, the parties herein mutually desire to resolve  
11 their differences and disputes without further proceedings through this Stipulated Settlement  
12 Agreement ("Agreement").  
13

14 NOW, THEREFORE, in consideration of the representations, covenants and conditions  
15 set forth herein, IT IS HEREBY STIPULATED AND AGREED to by the Division and  
16 Respondent that the purported violations founds during the examination of the Respondent and  
17 referenced herein, shall be settled on the following terms and conditions.  
18

19 1. Respondent admits it was negligent in originating and closing loans at 100  
20 Wigwam Pkwy., #120, Henderson, NV, a location not licensed with the Division, despite the  
21 requirement of all mortgage banker licensees to conduct mortgage banking business for  
22 Nevada borrowers strictly through their licensed branch offices and no others.

23 2. Respondent hereby acknowledges and agrees, with full knowledge, to waive its  
24 right to have the Division file a complaint, if one has not been filed by the date that  
25 Respondent executes this Agreement, or if a complaint has been filed, to go to a hearing in  
26 this matter.  
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28 3. In light of the parties' desire to resolve this matter, Respondent shall, pursuant

1 to NRS 645E.670 and/or NRS 622.400, pay to the Division an administrative fine in the  
2 amount of Ten Thousand Dollars (\$10,000.00).

3 4. The parties agree, however, that the Division shall suspend the payment of  
4 \$5,000.00 of the full fine for a period of 24 months from the date the Division executes this  
5 Agreement on condition that Respondent fully complies with NRS Chapter 645E and NAC  
6 Chapter 645E and with each and every law and regulation applicable to it in the conduct of its  
7 business. If within 24 months of the execution of this Agreement by the Division it is  
8 determined by the Division that the Respondent has violated any of the foregoing, the  
9 administrative fine levied against Respondent shall revert to the originally specified sum of  
10 \$10,000.00 and the remaining \$5,000.00 shall become immediately due and payable to the  
11 Division. Payment of the initial \$5,000.00 shall be made upon Respondent's execution of this  
12 Agreement. Payment of the initial \$5,000.00 shall be made upon Respondent's execution of this  
13 Agreement.

14 5. Respondent shall, pursuant to NRS 645E.670 and/or NRS 622.400, pay to the  
15 Division investigatory costs directly related to the investigation of this case in the amount of  
16 Two Hundred Forty Dollars (\$240.00). Payment shall be made upon Respondent's execution  
17 of this Agreement.

18 6. Respondent agrees that in the event that it violates any of the provisions of this  
19 Agreement, the Division shall retain any and all remedies available to it in accordance with  
20 NRS Chapter 645E.

21 7. The parties agree and acknowledge that this Agreement shall constitute the  
22 complete and final resolution of any issues arising out of the Division's investigation into  
23 Respondent's conduct as specified herein.

24 8. The parties represent and warrant that the person executing the Agreement on  
25 behalf of each party has full power and authority to do so, and has the legal capacity to  
26 conduct the legal obligations assigned to it hereunder.  
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1           9.     Respondent further acknowledges and agrees that the Division shall retain the  
2 original of the Agreement.

3           10.    This Agreement may be signed in counterparts and a facsimile signature shall  
4 be deemed as valid as an original, however, Respondent shall immediately forward all original  
5 signature pages to the Division.

6           11.    The Agreement, as well as the rights and obligations of the parties hereto shall  
7 be interpreted, governed, and construed pursuant to the laws of the State of Nevada.

8           12.    Any action to enforce the Agreement shall be brought in the Eighth Judicial  
9 District Court of the State of Nevada in and for Clark County.

10          13.    If the Division is successful in any action to enforce this Agreement, the court  
11 may award it attorney's fees. It is specifically agreed that reasonable attorney's fees for the  
12 State-employed attorneys shall be \$125 per hour.

13          14.    Failure to declare a breach or the actual waiver of any particular breach of the  
14 Agreement or its material terms, by either party, shall not operate as a waiver by such party  
15 of any of its rights or remedies as to any other breach.

16          15.    The Respondent has the right to retain an attorney to review this Agreement at  
17 its sole cost and expense and has freely and voluntarily chosen not to do so.

18          16.    Other than the fines and investigative costs set forth herein, each side shall pay  
19 its own costs and fees, including attorney's fees.

20          17.    If any provision contained in the Agreement is held to be unenforceable by a  
21 court of law or equity, the Agreement shall be construed as if such a provision(s) did not exist  
22 and the unenforceability of such provision(s) shall not be held to render any other provision(s)  
23 of the Agreement unenforceable.

24          18.    The Agreement constitutes the entire Agreement of the parties, and it is  
25 intended as a complete and exclusive statement of the promises, representations,  
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1 negotiations, and discussions of the parties. Unless otherwise expressly authorized by its  
2 terms, the Agreement shall be binding upon the parties unless the same is in writing, signed  
3 by the respective parties hereto, and approved by the Office of the Attorney General.

4       19.   **NOTICE TO RESPONDENT:** By executing this Agreement, you hereby agree  
5 that you are waiving certain rights as set forth herein. As the Respondent, you are specifically  
6 informed that you have the right to request that the Division file an administrative complaint  
7 against you, at any hearing on such a complaint you have the right to appear and be heard in  
8 your defense, either personally or through your counsel of choice. If the Division were to file  
9 a complaint, at the hearing, the Division would have the burden of proving the allegations in  
10 the complaint and would call witnesses and present evidence against you. You would have  
11 the right to respond and to present relevant evidence and argument on all issues involved.  
12 You would have the right to call and examine witnesses, introduce exhibits, and cross-  
13 examine opposing witnesses on any matter relevant to the issues involved.  
14

15       You would have the right to request that the Commissioner of the Division issue  
16 subpoenas to compel witnesses to testify and/or evidence to be offered on your behalf. In  
17 making this request, you may be required to demonstrate the relevance of the witness's  
18 testimony and/or evidence. Other important rights you have are listed in NRS Chapter 645E  
19 and NRS Chapter 233B.  
20

21       20.   Neither this Agreement nor any statements made concerning this Agreement  
22 may be discussed or introduced into evidence at the hearing of the complaint, if the Division  
23 must ultimately put on a case based upon Respondent's failure to comply with the terms and  
24 conditions of this Agreement.  
25

26       21.   In consideration of execution of this Agreement, the Respondent for itself, its  
27 owners, and their heirs, executors, administrators, successors, and assigns, hereby release,  
28 remise, and forever discharge the State of Nevada, the Department of Business and Industry

1 of the State of Nevada, the Division, and each of their members, agents, attorneys (including  
2 any and all employees of the Nevada Attorney General), and employees in their individual  
3 and representative capacities, from any and all manner of actions, causes of action, suits,  
4 debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law  
5 or equity, that the Respondent ever had, now has, may have, or claim to have against any or  
6 all of the persons or entities named in this section, arising out of or by reason of the Division's  
7 investigation, into this matter, and all other matters relating thereto.

8  
9 22. Respondent hereby indemnifies and holds harmless the State of Nevada, the  
10 Department of Business and Industry of the State of Nevada, the Division, and each of their  
11 members, agents, and employees, and employees of the Nevada Attorney General in their  
12 individual and representative capacities against any and all claims, suits, and actions brought  
13 against said persons and/or entities by reason of the Division's investigation into this  
14 disciplinary action, this Agreement, and all other matters relating thereto, and against any and  
15 all expenses, damages, and costs, including court costs and attorney fees, which may be  
16 sustained by the persons and/or entities named in this section as a result of said claims,  
17 suits, and actions.


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19 IN WITNESS WHEREOF, the parties have caused the Agreement to be signed and  
20 intend to be legally bound thereby.

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23 NEXT PAGE IS SIGNATURE PAGE  
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Dated this \_\_\_\_\_ day of July, 2009

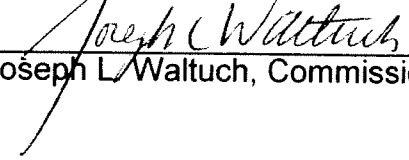
CCSF LLC dba Greystone Financial Group

By:   
Michael Sweeney

8/12/09  
August

Dated this 18<sup>th</sup> day of July, 2009

State of Nevada  
Department Of Business and Industry  
Division of Mortgage Lending

By:   
Joseph L. Waltuch, Commissioner

**CERTIFICATE OF SERVICE**

**I certify that I am an employee of the State of Nevada, Department of Business and Industry, Division of Mortgage Lending, and that on August 21, 2009, I deposited in the U.S. mail, postage prepaid via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing, STIPULATED SETTLEMENT AGREEMENT for GREYSTONE FINANCIAL GROUP, addressed as follows:**

**Michael Sweeney  
Greystone Financial Group  
1000 Wigwam Parkway, Ste. 120  
Henderson, NV 89074**

**Certified Receipt Number: 7006 2760 0000 0875 9100**

**DATED this 20th day of August, 2009**

**By: \_\_\_\_\_  
Employee of the Division**

