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13 UNITED STATES DISTRICT COURT  
14 EASTERN DISTRICT OF CALIFORNIA

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16 BUENA VISTA BIOMASS  
DEVELOPMENT, LLC, a South Dakota  
17 limited liability company,  
18 Plaintiff,  
19 v.  
20 ONETO GROUP, INC., a California  
corporation,  
21 Defendant.

Case No. 2:08-cv-01011-JAM-DAD

**STIPULATION FOR FURTHER  
EXTENSION OF STAY OF LITIGATION  
ACTIVITIES AND PRETRIAL  
DEADLINES AND ORDER THEREON**

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23  
24 Buena Vista Biomass Development, LLC and Oneto Group, Inc., through their respective  
25 counsel, jointly stipulate and request that the Court enter an Order further extending the stay of all  
26 litigation activities and pre-trial deadlines from the current date to October 19, 2009 to allow the  
27 parties additional time to finalize and close on their Purchase and Sale Agreement for sale of the  
28 Biomass Project assets at issue in this case.

1 On February 4, 2009, Buena Vista and Oneto executed an Exclusivity Agreement under  
2 which the parties agreed to negotiate in good faith a binding Purchase and Sale Agreement  
3 (“PSA”) for Buena Vista’s acquisition of the Biomass Project assets. Since entering into the  
4 Exclusivity Agreement, the parties finalized the terms of the Purchase and Sale Agreement and it  
5 was executed on April 9, 2009. The Purchase and Sale Agreement contemplated a closing by  
6 June 30, 2009 and in any event no later than July 8, 2009 and further provided that the parties  
7 would stipulate to stay all litigation activities and extend all litigation activities to June 30, 2009.  
8 The Purchase and Sale Agreement also provided that the parties could agree to extend the closing  
9 date and also to extend the litigation stay. The parties have been working diligently toward  
10 closing but agree that additional time is needed for closing to occur. The parties agreed to an  
11 initial extension of the closing date to August 4, 2009 and submitted a Stipulation and Order to  
12 that effect which was entered on June 30, 2009. As a result of ongoing negotiations, the parties  
13 requested, and the Court granted, three additional extensions, one to August 11, 2009, one to  
14 August 31, 2009, and one to September 14, 2009. Negotiations are still ongoing and, as a result,  
15 the parties have agreed to further extend the closing date to September 21, 2009. In order for the  
16 parties to continue to focus their efforts on the closing without the distraction and cost of  
17 engaging simultaneously in discovery, motion practice and pre-trial preparation, the parties have  
18 stipulated to extend the stay on litigation activities and approaching pre-trial deadlines to  
19 October 19, 2009. The parties have selected this date, which is three weeks after the projected  
20 closing date, in an effort to allow them, if necessary, to extend the closing date again without the  
21 need to request an additional extension from the Court.

22 For these reasons, the parties request that the Court’s previous Scheduling Orders in this  
23 case be amended as follows:

- 24 1. All litigation activities in this case to be stayed until October 19, 2009.
- 25 2. All deadlines in the Court’s previous Scheduling Orders, including deadlines for  
26 completing discovery, filing expert witness disclosures and filing dispositive motions and  
27 motions in limine, shall be suspended until further notice from the Court.

28 The parties shall notify the Court on or before October 19, 2009 of the status of their



1 schedule for resolving any remaining issues.

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Dated: September 15, 2009

/s/ John A. Mendez  
JOHN A. MENDEZ  
United States District Court Judge

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