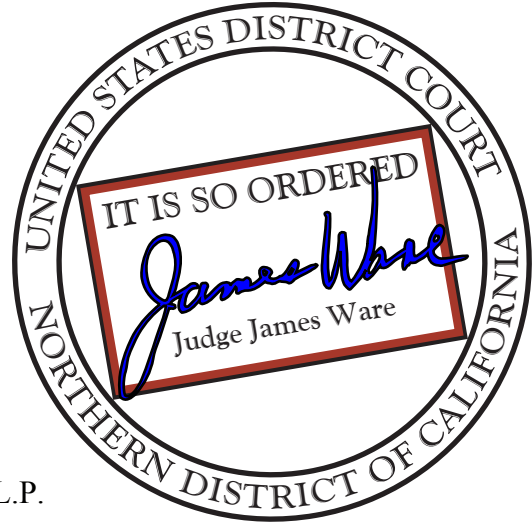


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 15 United States Small Business Administration
 16 in its capacity as Receiver for Aspen Ventures III, L.P.



17 UNITED STATES DISTRICT COURT
 18 NORTHERN DISTRICT OF CALIFORNIA
 19 SAN JOSE DIVISION

SCHNADER HARRISON SEGAL & LEWIS LLP
 ONE MONTGOMERY STREET, SUITE 2200
 SAN FRANCISCO, CA 94104-5501
 TELEPHONE: 415-364-6700

20 UNITED STATES SMALL BUSINESS
 21 ADMINISTRATION IN ITS CAPACITY AS
 22 RECEIVER FOR ASPEN VENTURES III, L.P.,

23 Plaintiff,

24 vs.

25 REDLEAF GROUP, INC.,

26 Defendants.

27 REDLEAF GROUP, INC.,

28 Third-Party Plaintiff,

29 vs.

30 ASPEN VENTURES MANAGEMENT III,
 31 LLC, a Delaware Limited Liability Company,
 32 ALEXANDER P. CILENTO, a California
 33 resident, and DAVID CROCKETT, a California
 34 resident, and DOES 1-10,

35 Third-Party Defendants.

Case No. C07-05350 JW PVT

**STIPULATION OF DISMISSAL AND
 RETENTION OF JURISDICTION BY
 THE COURT TO ENFORCE
 SETTLEMENT AGREEMENT AND
 [PROPOSED] ORDER**

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Plaintiff the United States Small Business Administration (“SBA”) in its capacity as Receiver (“Receiver”) for Aspen Ventures III, L.P. (“Aspen”), defendant and third party plaintiff Redleaf Group, Inc. (“Redleaf”), and third party defendants Alexander P. Cilento (“Cilento”), and David Crockett (“Crockett”)¹ hereby agree to dismiss the above captioned proceeding pursuant to Federal Rules of Civil Procedure 41 and 66 based upon the following:

1. The Receiver, Redleaf, Cilento and Crockett (collectively, “Parties”) have executed a Settlement Agreement and Mutual Release of Claims (“Settlement Agreement”) resolving the above captioned matter.

2. The Settlement Agreement provides that this Court shall retain jurisdiction to enforce the terms of the Settlement Agreement as to certain issues related solely to the Receiver’s settlement with Redleaf.

3. Under the Terms of the Settlement Agreement, the Receiver has agreed to accept certain representations from Redleaf and payments over time from Redleaf. The Parties agree in the event Redleaf defaults on its obligations under the Settlement Agreement, the Receiver upon *ex parte* application to this Court may seek to reopen this matter for the purpose of enforcing the terms of the Settlement Agreement solely against Redleaf and/or entering a judgment solely against Redleaf in the form and amount as agreed upon in the Settlement Agreement, less any payments actually received pursuant to the Settlement Agreement. Any enforcement of the Settlement Agreement or reopening of this matter by the Receiver shall be as to Redleaf only and not as to Cilento and Crockett, provided that Cilento and Crockett have paid their \$80,000 settlement payment to the Receiver as specified in Section 2(a)(ii) of the Settlement Agreement.

//

¹ The only other third party defendant Aspen Ventures Management III, LLC, a Delaware Limited Liability Company has already been dismissed from these proceedings.

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SAN FRANCISCO, CA 94104-5501
TELEPHONE: 415-364-6700

1 Therefore, the Parties agree to dismiss the above captioned matter with prejudice to the
2 claims and defenses asserted therein, but without prejudice to the Receiver enforcing its rights
3 solely against Redleaf under the terms of the Settlement Agreement.

4
5 Dated: May 18, 2009

SCHNADER HARRISON SEGAL & LEWIS LLP

6
7 By: /s/ Gregory C. Nuti

8 Gregory C. Nuti
9 Attorneys for Plaintiff, the United States
10 Small Business Administration in its
11 capacity as Receiver for Aspen Ventures
12 III, L.P.

13
14 Dated: May 18, 2009

K&L GATES LLP

15 By: /s/ Martin D. Teckler

16 Martin D. Teckler
17 Attorneys for Defendant and 3rd Party
18 Plaintiff Redleaf Group, Inc.

19
20 Dated: May 18, 2009

TAYLOR & COMPANY LAW OFFICES, LLP

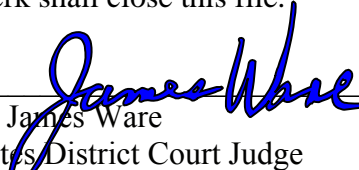
21 By: /s/ Jessica L. Grant

22 Jessica L. Grant
23 Attorneys for 3rd Party Defendants
24 David Crockett and Alexander Cilento

25 **PURSUANT TO THE STIPULATION, IT IS SO ORDERED.**

26 Dated: May 19, 2009

27 The Clerk shall close this file.

28 

Honorable James Ware
United States District Court Judge