

**EXHIBIT A**

## ASSET PURCHASE AND SALE AGREEMENT

**THIS ASSET PURCHASE AND SALE AGREEMENT** (this "**Agreement**") is dated effective as of October 9, 2015, (the "**Effective Date**") by and between E.D.S. Financial Services, Inc., ("**Purchaser**"), a California corporation, and Thomas A. Seaman, Receiver ("**Seller**"), appointed by the United States District Court for the Central District of California, Southern Division (the "**Court**") as permanent receiver for Medical Capital Holdings, Inc. ("**MCH**"), and its subsidiaries and affiliates, including Medical Provider Financial Corporation III, a Nevada corporation ("**MPFC III**"), Medical Provider Financial Corporation IV, a Nevada corporation ("**MPFC IV**") and Georgia Medical Provider Financial Corporation, a Georgia corporation ("**GMPFC**") (MCH, MPFCIII, MPFC IV and GMPFC are sometimes collectively referred to herein as "**Receivership Entities**").

### RECITALS:

A. Lavipharm Laboratories, Inc. and Lavipharm Corp. (collectively, "Lavipharm"), as Borrower, and MPFC III, as Lender, are parties to that certain Credit Agreement dated January 9, 2006, as amended (said Credit Agreement, as amended, the "**Lavipharm Credit Agreement**"). Pursuant to the Credit Agreement, MPFC III extended to Lavipharm an initial \$30,000,000 line of credit loan (as amended, the "**Lavipharm Loan**"). The Lavipharm Loan is evidenced by that certain Line of Credit Note dated January 9, 2006 as amended, from Lavipharm in favor of MPFC III (as amended, the "**Lavipharm Note**"). The Lavipharm Note is secured by, among other things, the various interests described in the contracts listed in **Exhibit "A"** hereto (the "**Lavipharm Collateral**"). The Lavipharm Note, the Lavipharm Collateral and all other agreements, documents, and instruments evidencing and/or securing the payment or performance of the Lavipharm Loan, as may be amended or modified from time to time, are hereinafter collectively sometimes referred to as the "**Lavipharm Loan Documents**".

B. The Perfect Game, LLC ("TPG"), as Borrower, and MPFC IV, as Lender, are parties to that certain Loan and Security Agreement dated July 18, 2007, as amended (said Loan and Security Agreement, as amended, the "**TPG Loan and Security Agreement**"). Pursuant to the TPG Loan and Security Agreement, MPFC IV extended to TPG an initial \$1,000,000 line of credit loan (as amended, the "**TPG Loan**"). The TPG Loan is secured by, among other things, the various interests described in the contracts listed in **Exhibit "B"** hereto (the "**TPG Collateral**"). The TPG Loan, the TPG Collateral and all other agreements, documents, and instruments evidencing and/or securing the payment or performance of the TPG Loan, as may be amended or modified from time to time, are hereinafter collectively sometimes referred to as the "**TPG Loan Documents**". MPFC IV owns 920 Series B Non-Voting Units in TPG, and MCH owns 345 Series A Voting Units, possessing a total of 690 votes, in TPG (collectively, the "**TPG Corporate Interest**"). TPG owns a full-length motion picture entitled *The Perfect Game*.

C. GMPFC is the owner of certain real property located in Atlanta, Georgia, described as follows:

Real property situated in Fulton County, Georgia, located on the east side of Fairburn Road, SW, Atlanta, Georgia, APN # 14F-

0011-LL-008-6 containing approximately 1.8 acres ("Parcel 1"), and the real property situated in Fulton county, Georgia, located on the west side of Fairburn Road, SW, Atlanta, Georgia, APN # 14F-0005-LL-112-4 containing approximately 2.66 acres ("Parcel 2")

Parcel 1 and Parcel 2, together with any and all rights, privileges and easements appurtenant to Parcel 1 and/or Parcel 2 and owned by GMPFC, if any, are collectively referred to herein as the "**Atlanta Property**".

D. Seller is the owner of certain outstanding shares of NuView Molecular Pharmaceuticals, Inc., a Delaware corporation, as reflected in that certain Stock Certificate dated May 6, 2011 (the "**NMPI Stock**").

E. Following litigation with respect to a loan, Richard Jeffrey Kroop, M.D. and Valley Health Care Medical Group, Inc. (collectively, "**Kroop**") executed a Promissory Note in the amount of \$500,000.00 dated April 9, 2015, in favor of Seller (the "**Kroop Note**"). The Kroop Note is secured by various collateral as set forth in that certain Settlement Agreement between and among Seller, Kroop and Dolores P.G. Kroop ("**Kroop Settlement Agreement**"), and by that certain Stipulation for Judgment effective April 9, 2015 ("**Kroop Stipulation**"). The Kroop Note, Kroop Settlement Agreement and Kroop Stipulation are collectively referred to herein as the "**Kroop Loan**." The Kroop Note, the Kroop Settlement Agreement, the Kroop Stipulation and all other agreements, documents, and instruments evidencing and/or securing the payment or performance of the Kroop Note, as may be amended or modified from time to time, are hereinafter collectively sometimes referred to as the "**Kroop Loan Documents**".

F. Seller holds all right, title and interest in that certain judgment against TEEM, LLC and Anthony Macaluso in the action entitled *Thomas A. Seaman, Federal Equity Receiver v. TEEM, LLC et al.*, U.S. District Court for the Central District of California, Case No. SACV10-1902 DOC (RNBx) ("**TEEM Judgment**"), and in that certain judgment against Roselyn Baxter-Jones in the action entitled *Medical Provider Financial Corporation II v. San Diego Center for Women's Health and Primary Care Medical Group, Inc.*, U.S. District Court for the District of Nevada, Case No.06-cv-00564-KJD-GWF ("**Baxter-Jones Judgment**") (the TEEM Judgment and Baxter-Jones Judgment are collectively referred to herein as the "**Judgments**").

G. The Lavipharm Loan, the TPG Loan, the TPG Corporate Interest, the Atlanta Property, the NMPI Stock, the Kroop Note and the Judgments, together with their related rights, are each individually referred to herein as an "**Asset**" and collectively referred to herein as the "**Assets**." The Lavipharm Loan Documents, the TPG Loan Documents and the Kroop Loan Documents are collectively referred to herein as the "**Loan Documents**." The Lavipharm Note and Kroop Note are individually referred to herein as a "**Note**" and collectively referred to herein as the "**Notes**."

H. Pursuant to that certain Preliminary Injunction and Order Appointing a Permanent Receiver (the "**Order**") entered on August 17, 2009 by the Court in Case No. SACV 09-818 DOC (RNBx) (the "**Case**"), Thomas A. Seaman ("**Receiver**") was appointed receiver of MCH

and its subsidiaries and affiliates. The term "**Seller**" as used in this Agreement shall mean the Receiver in connection with the sale of the Assets.

I. Seller wishes to sell all of Seller's right, title and interest in, to and under the Assets, and Purchaser, based on its own due diligence review of the Assets, wishes to purchase all of Seller's right, title and interest in, to and under the Assets.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, Seller and Purchaser agree as follows:

## ARTICLE I

### **DEFINITIONS AND RULES OF CONSTRUCTION**

Section 1.1. Definitions. Capitalized terms used in this Agreement are defined in **Exhibit D** or in the text with a cross-reference in **Exhibit C**.

Section 1.2. Rules of Construction. This Agreement will be interpreted in accordance with the rules of construction set forth in **Exhibit D** to this Agreement.

## ARTICLE II

### **SALE AND PURCHASE OF THE ASSETS**

Section 2.1. Agreement to Sell and Purchase the Assets. Seller agrees to sell, and Purchaser agrees to purchase, all of Seller's right, title and interest in, to and under the Assets in accordance with the terms of this Agreement.

Section 2.2. Assignment and Assumption of Loan Documents and Judgments. Effective as of the Closing, Seller hereby assigns and transfers all of its right, title, and interest as lender in, to, and under the Loan Documents and the Judgments to Purchaser, its successors and assigns. Effective as of the Closing, Purchaser hereby assumes the performance of all of the terms, covenants, conditions, and obligations of Seller as lender under the Loan Documents and the Judgments, arising or accruing from and after the Closing.

Section 2.3. Asset Information; Confidentiality; Non-Reliance.

(a) To the extent that the Closing does not occur as contemplated herein, Purchaser agrees, upon the written request of Seller, to promptly return to Seller all documents and other materials delivered by Seller to Purchaser (if any). Purchaser agrees to keep confidential all information (whether oral or written) that Seller, Seller's agents or Seller's representatives (including attorneys and financial advisors) furnishes to Purchaser or its directors, officers, employees, agents, affiliates, representatives or advisors, and all notes, analyses, compilations, reports, audits, projections, leases, studies or other documents, whether prepared by Purchaser or others, which contain or otherwise reflect such information, unless Purchaser obtained such information from persons other than the Seller or had access to such information from persons other than Seller. The provisions of this Section 2.3(a) shall survive the termination of this

Agreement. Purchaser understands and acknowledges that Receiver took control over the Assets in his capacity as a receiver.

(b) Purchaser acknowledges that much of the materials, data and other information which Seller may make available to Purchaser were prepared by third parties other than Seller and, in many instances, may have been prepared prior to Seller taking control over the Assets. Purchaser expressly acknowledges that any materials, data or other information of any type which Purchaser has received or may receive from Seller or any of Seller's agents, employees, contractors or representatives is furnished on the express condition that other than as set forth in Article V below, Purchaser shall not rely thereon, that Purchaser shall make an independent verification of the accuracy of such materials, data or other information, and that all such materials, data or other information are being furnished without any representation or warranty whatsoever. Without limiting the foregoing, other than as set forth in Article V below, (i) Seller makes no representation or warranty, and hereby expressly disclaims any representation or warranty, that any of the materials, data or other information previously or hereafter delivered or made available to Purchaser are true, accurate or complete, and (ii) Seller has informed Purchaser that any such materials, data or other information delivered or made available to Purchaser may not constitute all of the documents or materials relating to the Assets in the possession of Seller and Purchaser acknowledges that Purchaser has satisfied itself or that such materials, data or other information are sufficient for Purchaser to purchase the Assets.

### **ARTICLE III**

#### **THE CLOSING**

Section 3.1. Time and Location of the Closing. The Closing will occur on the Scheduled Closing Date at the time specified in **Exhibit C**. The Closing will take place through the offices of First American Title Insurance Company, located in Santa Ana, California ("**Escrow Agent**").

#### Section 3.2. Payment of Purchase Price.

(a) On the Effective Date, Purchaser shall deliver to Seller the sum of Twenty-Five Thousand Dollars (\$25,000.00) in readily available funds (such amount, together with all interest earned thereon, is hereinafter referred to as the "**Deposit**"). Seller shall place the Deposit in a federally-insured, interest-bearing account and shall hold the Deposit in accordance with the terms of this Agreement. All interest which accrues on the Deposit shall be added to and increase the Deposit and shall be credited to Purchaser's account. In the event the Deposit is not delivered to the Seller concurrently with the execution of this Agreement, this Agreement shall be of no force or effect.

(b) As more particularly described in Section 6.2 below, the Deposit shall be retained by Seller as liquidated damages if the Closing does not occur for any reason other than (i) a material default by Seller, (ii) the material failure of a condition precedent to Purchaser's obligations to consummate the Closing hereunder set forth in Section 3.7(a) below, (iii) the termination of this Agreement by Purchaser pursuant to Section 11.1 below, or (iv) the failure of the Receiver to obtain Court Approval.

(c) If the Closing does not occur because of (i) Seller's material default, (ii) the material failure of a condition precedent to Purchaser's obligations, (iii) the termination of this Agreement by Purchaser pursuant to Section 11.1 below, or (iv) the failure of the Receiver to obtain Court Approval, the Deposit, together with all interest thereon, shall be returned to Purchaser. Upon the Closing, the Deposit shall be credited toward payment of the Purchase Price.

(d) Not later than 2:00 p.m. (Eastern Standard Time) on the Scheduled Closing Date, Purchaser will deliver the unpaid balance of the Purchase Price by wire transfer of immediately available funds in accordance with the wiring instructions attached to this Agreement as **Exhibit E-1**. In the event that the Purchase Price is not received by the Seller by 2:00 p.m. (Eastern Standard Time) on the Closing Date, then Purchaser shall be deemed to have defaulted under this Agreement.

(e) Any payments of principal and all prepayments of principal of any Loan received on or before the Closing Date will be the property of Seller and Purchaser will receive a credit against the Purchase Price at Closing for any such payment or prepayment made.

(f) If Purchaser provides written notice to Seller on or before 5:00 p.m. Pacific Standard Time on October 15, 2015 that a cloud on title exists as to either parcel constituting the Atlanta Property, Seller shall have five (5) business days thereafter to remove or otherwise cure the cloud on title. If such cloud is not removed or otherwise cured within such time period, Purchaser shall have the right to terminate the Agreement by providing written notice to Seller. In the event of termination pursuant to this section 3.2(f), the Deposit, together with all interest thereon, shall be returned to Purchaser.

Section 3.3. Purchaser's Closing Documents. At least one (1) Business Day prior to the Closing Date, Purchaser will deliver the following Closing Documents to Escrow Agent, in escrow, for inspection by Seller in the offices of Escrow Agent and for further delivery by Escrow Agent to Seller at the Closing:

(a) an original assignment and assumption of Seller's rights and obligations under the Loan Documents and the Judgments, in the form of **Exhibit F** to this Agreement, executed in counterpart by Purchaser (the "**Assumption Agreement**");

(b) original letters addressed to Lavipharm, TPG and Kroop notifying them of the transfer of the applicable Loan to Purchaser and directing them to make all debt service and any other payments required under the applicable Loan from and after the Closing Date to Purchaser or Purchaser's designee, substantially in the form of **Exhibit G** to this Agreement, executed in counterpart by Purchaser (the "**Borrower Notice Letters**"); and

(c) a certificate of Purchaser certifying (i) as to the incumbency of the signatories authorized to execute this Agreement and the Closing Documents required to be executed and delivered by Purchaser on behalf of Purchaser and (ii) that the execution of this Agreement and the Closing Documents and the consummation of the transaction contemplated by this Agreement have been duly authorized, executed by the Secretary or Assistant Secretary of Purchaser.

- (d) any declaration or other statement which may be required to be submitted to the local assessor with respect to the terms of the sale of the Atlanta Property;
- (e) a Proration Schedule prepared pursuant to Section 3.9(a). executed by Purchaser;
- (f) a countersigned counterpart of the Bill of Sale in the form attached as **Exhibit "H"** (the "**Bill of Sale**"); and
- (g) such other documents and instruments as may be reasonably requested by Seller or by the Escrow Agent in order to consummate this transaction.

Section 3.4. Seller's Closing Documents. At least one (1) Business Day prior to the Closing Date, Seller will deliver the following Closing Documents to Escrow Agent, in escrow, for inspection by Purchaser in the offices of Escrow Agent and for further delivery by Escrow Agent to Purchaser at the Closing (and pursuant to which Seller will transfer, assign, set-over and convey to Purchaser, without recourse, except as otherwise expressly set forth in this Agreement, all of Seller's right, title and interest in, to and under the Assets):

- (a) the original Notes or, if such original Notes are lost, lost note affidavits in form reasonably acceptable to Purchaser, signed by Seller and Bank of New York Mellon or Wells Fargo Bank, N.A. (or their successor trustee), as applicable;
- (b) an endorsement to each Note endorsed to Purchaser, substantially in the form of **Exhibit I** to this Agreement, originally executed by Seller;
- (c) an original Assumption Agreement executed in counterpart by Seller;
- (d) UCC-3 Financing Statements (or the equivalent) reflecting the transfer of all of Seller's right, title and interest in, to and under the Loans to Purchaser, assigning to Purchaser the rights of such parties as "Secured Party" under each applicable UCC-1 financing statement;
- (e) original termination of assignment documents executed by Seller and Bank of New York Mellon or Wells Fargo Bank, N.A., as appropriate, in form reasonably acceptable to Purchaser, terminating any earlier assignment executed by one or more of the Receivership Entities and delivered to Bank of New York Mellon and/or Wells Fargo Bank, N.A., as and for a collateral assignment of documents relating to any of the Assets;
- (f) original Borrower Notice Letters, executed in counterpart by Seller;
- (g) a fully executed and acknowledged deed in the form attached as **Exhibit "J"** conveying the Atlanta Property to Purchaser;
- (h) a Proration Schedule prepared pursuant to Section 3.9(a). executed by Seller;
- (i) a countersigned counterpart of the Bill of Sale;

(j) any master keys for the Atlanta Property in Seller's possession (if any) (which shall be delivered outside of Escrow notwithstanding anything to the contrary set forth above); and

(k) such other documents as Purchaser or Escrow Agent may reasonably request in order to transfer to Purchaser all right title and interest in and to the Assets and otherwise to effectuate the intent of this Agreement. As a covenant to survive Closing, in the event Purchaser reasonably determines after Closing that additional documents are necessary to transfer to Purchaser all right title and interest in and to any of the Assets and otherwise to effectuate the intent of this Agreement, Seller agrees to deliver such documents to Purchaser within ten (10) business days after request therefor.

Section 3.5. Delivery of the Closing Documents.

(a) At Closing, and upon Escrow Agent's receipt of the Purchase Price, and the executed Closing Documents, Escrow Agent shall (i) promptly deliver to Purchaser, at Purchaser's expense, all Closing Documents (other than those to be recorded) required to be delivered by Seller to Purchaser in accordance with this Section 3, (ii) transfer to Seller, by wire transfer of immediately available funds in accordance with the wiring instructions attached to this Agreement as **Exhibit E-2**, the Purchase Price and thereafter deliver to Seller all Closing Documents required to be delivered by Purchaser to Seller, all in accordance with this Article III; (iii) file any UCC-3 financing statements in the Office of the Secretary of State of the appropriate state(s), and (iv) record in the Official Records of the appropriate county all documents required to be recorded hereunder.

(b) After the Closing and for so long as Purchaser or Purchaser's Affiliate is the owner and holder of the Loans, Seller will have the continuing right during the period commencing on the Closing Date and continuing until the fifth (5th) anniversary of the Closing Date to use, inspect and make extracts from or copies of documents relating to the Assets, on reasonable Notice to Purchaser and at Seller's expense.

Section 3.6. Cost of Recording and Filing Closing Documents. All filings and recordings described in Section 3.5 shall be at Purchaser's Expense.

Section 3.7. Other Closing Conditions.

(a) Purchaser's obligation to Close is subject to satisfaction of the following conditions, which are for the benefit of Purchaser and may be waived by Purchaser in its sole discretion:

(A) Seller's representations and warranties set forth in this Agreement shall be true and correct in all material respects.

(B) Seller shall not, as of the Closing Date, be in material default in the performance of Seller's obligations under this Agreement.



(C) The Court shall have approved the transaction contemplated herein pursuant to an order that is acceptable to both Seller and Purchaser (the "**Court Approval**").

(D) Bank of New York Mellon and Wells Fargo Bank, N.A., shall have assigned to Seller (or terminated) all of their respective right, title and interest in the Assets.

(b) Seller's obligation to Close is subject to satisfaction of the following conditions, which are for the benefit of Seller and may be waived by Seller in its sole discretion:

(A) Purchaser's representations and warranties set forth in this Agreement shall be true and correct in all material respects.

(B) All of the documents and funds required to be delivered by Purchaser to Seller or Escrow Agent (as the case may be) at the Closing pursuant to the terms and conditions hereof shall have been delivered.

(C) Seller shall have received all consents, documentation and approvals necessary to consummate and facilitate the transactions contemplated hereby, including the Court Approval and as may otherwise be required by law.

(D) Purchaser shall not, as of the Closing Date, be in material default in the performance of its obligations under this Agreement.

(c) If the purchase and sale fails to Close by the Scheduled Closing Date due to a failure of a condition, the party for whose benefit the condition is set forth may terminate this Agreement at any time thereafter until the Closing occurs, so long as the failure of condition is not caused by such party's breach of such party's obligations under this Agreement. If Purchaser so terminates, Purchaser shall be entitled as Purchaser's sole and exclusive remedy to the return of the Deposit.

Section 3.8. Loan Documents. As a covenant to survive Closing, within five (5) Business Days of the Closing, Seller shall make available to Purchaser (at Seller's office) the Loan Documents. Upon receiving the Loan Documents, Purchaser agrees to execute a receipt for the Loan Documents, in the form of **Exhibit K** to this Agreement. Purchaser acknowledges that Seller may retain a copy of the Loan Documents for Seller's records. From and after the Closing, Seller and Seller's Affiliates, agents, employees, representatives and trustees will have no responsibility for the Loan Documents and Purchaser will bear all risk of loss or damage with respect to the Loan Documents.

Section 3.9. Prorations as to Atlanta Property.

(a) General. All normal and customarily proratable items, including operating expenses, all current installments of real estate taxes, assessments, bonds and personal property or use taxes, if any, shall be prorated as of the Closing Date. If, however, subsequent to the Closing, by reason of any change in assessment or change in rate or any other reason (including, without limitation, a reduction of the assessment based on tax appeals), the real estate taxes for

the fiscal year covered by such apportionment should be determined to vary from those apportioned, the amount of any refund received by, or payment due from, Purchaser shall be apportioned between Seller and Purchaser as of the Closing Date at the request of either party. If necessary, Escrow Holder shall prepare and deliver to Seller and Purchaser a proration schedule (the "**Proration Schedule**") of the adjustments described in this Section 3.9 no later than two (2) business days prior to Closing. Such adjustments shall be paid by Purchaser to Seller (if the prorations result in a net credit to Seller) or by Seller to Purchaser (if the prorations result in a net credit to Purchaser), by increasing or reducing the cash to be paid by Purchaser at Closing. Any apportionments and prorations which are not expressly provided for below shall be made in accordance with customary practice in Fulton County, Georgia.

(b) **Operating Expenses.** All of the operating and maintenance expenses and taxes (including personal property taxes but excluding real estate taxes which are addressed in subsection d. below) incurred in operating the Property and any other costs incurred in the ordinary course of business for the management and operation of the Property, shall be prorated on an accrual basis. Seller shall pay all such expenses that accrue prior to Closing and Purchaser shall pay all such expenses that accrue from and after the Closing Date.

(c) **Utilities.** The final readings and final billings for utilities, if any, will be made if possible as of the Closing Date, in which case Seller shall pay all such bills as of the Closing Date and no proration shall be made at the Closing with respect to utility bills. Otherwise, a proration shall be made based upon the parties' reasonable good faith estimate and a readjustment made within thirty (30) days after the Closing, if necessary. Seller shall be entitled to the return of any deposit(s) posted by Seller, GMPFC or any prior owner of the Atlanta Property with any utility company, and Seller shall notify each utility company serving the Atlanta Property to terminate Seller's or GMPFC's account, effective as of noon on the Closing Date.

(d) **Real Estate Taxes.** Any real estate ad valorem or similar taxes for the Property, or any installment of assessments payable in installments which installment is payable in the calendar year of Closing, shall be prorated to the date of Closing, based upon actual days involved. The proration of real estate taxes or installments of assessments shall be based upon the assessed valuation and tax rate figures (assuming payment at the earliest time to allow for the maximum possible discount) for the year in which the Closing occurs to the extent the same are available; provided, however, that in the event that actual figures (whether for the assessed value of the Property or for the tax rate) for the year of Closing are not available at the Closing Date, the proration shall be made using figures from the preceding year (assuming payment at the earliest time to allow for the maximum possible discount). Seller shall have the right, but not the obligation, to file a tax appeal for the 2015 tax year prior to or after the Closing. To the extent any such appeal results in a decrease in taxes for Purchaser's benefit, Purchaser shall pay to Seller, up to the amount of any benefit to Purchaser, a pro-rata portion of Seller's costs in filing and pursuing the tax appeal, including without limitation the costs of Seller's tax consultant.

(e) **Insurance Premiums.** No proration shall be made in relation to insurance premiums and insurance policies will not be assigned to Purchaser.

## ARTICLE IV

### **PURCHASER'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

Purchaser warrants and represents to Seller, as of the Effective Date and the Closing Date, and where indicated, covenants and agrees as follows:

#### Section 4.1. Purchaser's Authority.

(a) Purchaser is and through the Closing Date will continue to be duly organized, validly existing and in good standing under the laws of the state or commonwealth in which it was organized or incorporated.

(b) Purchaser has and through the Closing Date will continue to have all necessary approvals, whether governmental or otherwise, and full right, power and authority, to (i) execute and deliver this Agreement and the Closing Documents and (ii) perform Purchaser's obligations under this Agreement and the Closing Documents and consummate the transaction contemplated by this Agreement.

(c) Purchaser's execution and delivery of this Agreement and the Closing Documents, Purchaser's performance of Purchaser's obligations under this Agreement and the Closing Documents and consummation of the transaction contemplated by this Agreement and the Closing Documents do not and through the Closing Date will continue to not (i) conflict with any laws or agreements binding on Purchaser or (ii) result in a default under any agreement or other instrument to which the Purchaser is a party or that is applicable to the Purchaser which, in each case, would adversely affect Purchaser's ability to carry out the transactions contemplated by this Agreement and the Closing Documents.

(d) Assuming Seller's due execution and delivery of this Agreement and the Closing Documents, this Agreement and the Closing Documents constitute and through the Closing Date will continue to constitute legal, valid and binding obligations of Purchaser, enforceable in accordance with their respective terms, except to the extent that enforceability of the obligations may be subject to bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(e) Purchaser hereby represents and warrants to Seller that neither it nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities. The provisions of this paragraph shall survive the Closing.

Section 4.2. No Reliance.

(a) Purchaser acknowledges the following: (i) Seller may not have in Seller's possession or control all documents relating to or affecting the Assets as Seller has taken control over the Assets as a court appointed receiver only, and as such, the Loan Documents and other documents relating to the Assets may be incomplete and (ii) Seller did not conduct any due diligence prior to obtaining control of the Assets. Purchaser further acknowledges that Seller makes no representation or warranty, either express or implied, concerning GMPFC's title to the Atlanta Property. Purchaser is relying solely upon Purchaser's own investigation, the Court Approval, and the Sale Order respecting GMPFC's title to the Atlanta Property. Purchaser further acknowledges that the Atlanta Property is raw land and has only been minimally maintained. Seller shall not be required to expend funds except for those funds reasonably required to minimally maintain and secure the Atlanta Property until Closing Date.

(b) As of the Closing Date, Purchaser is familiar with all aspects of each of the Assets, and, in entering into this Agreement, other than as set forth in Section 5.1, Purchaser has not relied on any oral or written information provided by Seller or by Seller's Affiliates, agents, employees, representatives or trustees or by any broker or agent pertaining to any of the Assets, but merely on Purchaser's independent review of the Loan Documents and other documents relating to the Assets and such independent evaluation of each of the Assets as Purchaser deemed necessary. Purchaser's decision to purchase all of Seller's right, title and interest in, to and under the Assets is based on Purchaser's due diligence review and independent evaluation of each of the Assets. Purchaser is a sophisticated purchaser, with experience as to commercial loans, business investments and real estate. Purchaser understands and is freely taking all risks involved in connection with the transaction and acknowledges that the nature and risks are reflected in the Purchase Price and in the terms and conditions pursuant to which Purchaser is willing to purchase and Seller is willing to sell all of Seller's right, title and interest in, to and under the Assets. Purchaser acknowledges that Seller has not made any representations or warranties with respect to Assets unless expressly provided for herein.

(c) No agent, employee or representative of Seller or other agent or broker has been authorized to make, and Purchaser has not relied on, any statements other than those expressly set forth in this Agreement. Except as specifically set out in this Agreement, Purchaser is not relying on any continued actions or efforts on the part of Seller or Seller's Affiliates, agents, employees, representatives or trustees with respect to any of the Assets. After the Closing Date, Seller will retain no further interest in the Assets (except as otherwise expressly set forth in Section 7.3), and Seller and Seller's Affiliates, agents, employees, representatives and trustees will not provide any further servicing of the Loans or any other management services. Seller has not and will not advance funds to Purchaser to protect the Atlanta Property or to maintain the yield of the Loans. Seller has not guaranteed and does not guarantee payment of the Loans or performance of any borrower's obligations under any of the Loan Documents, and Seller has not guaranteed and does not guarantee the condition, performance, rate of return, value or yield of the any of the Assets. Further, Purchaser acknowledges that the applicable borrowers are currently in default under the Loans. Seller shall have no responsibility for the validity, sufficiency or effectiveness of the liens created by any of the Loan Documents. Subject to Seller's representations, warranties and covenants contained herein, Seller's right, title and interest in, to and under the Assets are being sold on an "AS IS," "WHERE IS" BASIS, "WITH ALL FAULTS" AND WITHOUT

REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE (INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE (INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), EXCEPT THE LIMITED AND EXPRESS REPRESENTATIONS OF SELLER SET FORTH IN ARTICLE V HEREOF, AND WITHOUT RECOURSE OF ANY NATURE TO SELLER. BUYER AGREES THAT THE PURCHASE OF THE ASSETS IN AN "AS IS", "WHERE IS" BASIS, WITH ALL FAULTS, IS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER.

(d) Notwithstanding anything to the contrary herein, other than as set forth in Article V below, Seller shall not have any liability whatsoever to Purchaser with respect to any matter disclosed to or discovered by Purchaser or Purchaser's agents or representatives prior to the Closing Date.

Section 4.3. No Securities. Purchaser waives all rights, if any, to make any Claim in connection with any federal or state securities law. Further, Purchaser represents and warrants that:

(a) Purchaser is purchasing the TPG Corporate Interest and the NMPI Stock solely for investment purposes, and not for further distribution.

(b) Purchaser understands that such interests and shares are "restricted securities" and that it must hold the shares indefinitely, unless any subsequent proposed resale is registered under the Securities Act, or unless an exemption from registration is otherwise available, and that TPG and NMPI are under no obligation to register any subsequent proposed resale of the shares.

Section 4.4. Environmental, Seismic, Engineering and Structural Risks. Certain environmental, seismic, engineering and structural risks may exist with respect to the Atlanta Property. Purchaser has analyzed or has had an opportunity to analyze the environmental, seismic, engineering, and structural issues pertaining to the Atlanta Property and is acquiring all of Seller's right, title and interest in, to and under the Assets subject to the risks mentioned above.

Section 4.5. Litigation. Purchaser will not (a) institute any legal action in the name of Seller, (b) intentionally or unintentionally, through misrepresentation or nondisclosure, conceal or mislead any person as to Purchaser's identity or (c) use or refer to Seller's name or any name derived from Seller's name to promote the sale or transfer of any Loan or the collection or management of any Loan.

## ARTICLE V

### SELLER'S REPRESENTATIONS AND WARRANTIES

Section 5.1. Representations or Warranties and Covenants. Seller warrants and represents to Purchaser, as of the Effective Date and the Closing Date, and where indicated, covenants and agrees as follows:

(a) Receiver has been duly appointed by the Court as receiver for MedCap.

(b) Subject to obtaining Court Approval, Seller has full power and authority to execute, deliver and perform this Agreement or any document or instrument delivered or to be delivered pursuant to the Agreement. This Agreement has been duly executed and delivered by Seller and constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms, subject to obtaining the Court Approval.

(c)

Section 5.2. No Implied Representations or Warranties. Except as expressly provided in Section 5.1, Seller has not and will not be deemed to have made and specifically disclaims any implied warranties or representations under this Agreement. Except as expressly provided in Section 5.1, Seller makes no representations or warranties with respect to (a) any Asset or the Loan Documents; (b) the priority, perfection or enforceability of any of the Loan Documents; (c) the presence or absence of defaults under, defenses to or offsets against any of the Loan Documents; or (d) the status or financial condition of any applicable borrower.

## ARTICLE VI

### DEFAULTS AND REMEDIES

Section 6.1. Seller's Breach. If Seller defaults under this Agreement, the default is discovered prior to Closing by Purchaser and Purchaser proceeds to close the transactions contemplated hereunder, Purchaser shall have waived any and all rights and remedies resulting from Seller's default. If Seller materially defaults under this Agreement and the Closing and the consummation of the transactions contemplated herein does not occur as a result thereof, Purchaser may, as Purchaser's sole and exclusive remedy, terminate this Agreement and be entitled to return of the Deposit and reimbursement of Purchaser's actual third-party fees, costs and expenses incurred in connection with the transactions contemplated hereunder (which reimbursement, in any event, shall not exceed Seven Thousand Five Hundred and No/100 Dollars (\$7,500)) (the "**Expenses**"). Notwithstanding anything herein to the contrary, if the Closing and the consummation of the transactions herein contemplated do not occur by reason of any such material default by Seller, or Purchaser elects not to proceed to Closing as a result of such material breach of Seller, then Purchaser shall be deemed to have elected to terminate this Agreement pursuant to clause (i) hereinabove if Purchaser fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before twenty (20) days following the scheduled Closing Date or, having given such notice, fails to file a lawsuit asserting such claim or cause of action with the Court within two (2) months

following the scheduled Closing Date. Under no circumstances whatsoever may Purchaser recover any consequential, exemplary, special, indirect, incidental, or punitive damages resulting from Seller's defaults under this Agreement and Purchaser hereby expressly waives any claim or right to do so. PURCHASER AND SELLER HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT PURCHASER WOULD SUFFER IN THE EVENT THAT SELLER DEFAULTS (AND ELECTS TO TERMINATE THIS AGREEMENT) IS AND SHALL BE, AN AMOUNT EQUAL TO THE EXPENSES. SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY SELLER, ALL OTHER CLAIMS TO DAMAGES BEING HEREIN EXPRESSLY WAIVED BY PURCHASER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO PURCHASER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

SELLER AND PURCHASER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 6.1 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

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PURCHASER'S INITIALS

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SELLER'S INITIALS

Section 6.2. Purchaser's Breach. UPON DEFAULT BY PURCHASER, SELLER SHALL PROVIDE WRITTEN NOTICE TO PURCHASER AND THREE (3) BUSINESS DAYS TO CURE SAID DEFAULT. UPON FAILURE TO CURE ANY DEFAULT BY PURCHASER WITHIN THE THREE (3) BUSINESS DAYS PROVIDED, AND, AS A RESULT OF SUCH DEFAULT, THE TRANSACTION CONTEMPLATED HERBY FAILS TO CLOSE, SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE TO PURCHASER AND THE ESCROW HOLDER. IN SUCH EVENT, SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON) AS LIQUIDATED DAMAGES AND, EXCEPT FOR PURCHASER'S INDEMNITY AND OTHER SPECIFIC OBLIGATIONS REFERRED TO HEREIN WHICH MAY BE ENFORCED BY SELLER, NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, SELLER SHALL HAVE NO RIGHT TO SEEK THE REMEDY OF SPECIFIC PERFORMANCE AGAINST PURCHASER. IN THE EVENT OF PURCHASER'S DEFAULT, PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF PURCHASER'S DEFAULT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE EFFECTIVE DATE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH DEFAULT; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT: (A) LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES PURSUANT TO SECTION 8.15 BELOW; (B) WAIVE OR AFFECT PURCHASER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO SUCH INDEMNITY; OR

(C) WAIVE OR AFFECT PURCHASER'S OBLIGATIONS TO RETURN OR PROVIDE TO SELLER DOCUMENTS, REPORTS OR OTHER INFORMATION PROVIDED TO OR PREPARED BY OR FOR PURCHASER PURSUANT TO APPLICABLE PROVISIONS OF THIS AGREEMENT. THEREFORE, PURCHASER AND SELLER DO HEREBY AGREE THAT AS OF THE EFFECTIVE DATE, A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT PURCHASER DEFAULTS IS AN AMOUNT EQUAL TO THE DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

SELLER AND PURCHASER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 6.2 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

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PURCHASER'S INITIALS

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SELLER'S INITIALS

**ARTICLE VII**

**INDEMNIFICATION AND RELEASE**

Section 7.1. General Indemnification. From and after the Closing and so long as the Closing occurs, Purchaser hereby agrees to indemnify, hold harmless and defend Seller, MedCap, their Affiliates, agents, employees, representatives and trustees, the existing trustees under any deed of trust securing any Loan and any predecessor or successor of Seller or MedCap (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") for, from and against any and all Claims, losses or damages to which any of the Indemnified Parties may become subject (other than for a breach of Seller's representations and warranties) on account of, arising out of or related to any act, omission, conduct or activity of Purchaser or any of Purchaser's Affiliates, agents, employees, members, partners, principals, representatives or trustees at any time occurring or failing to occur after the Closing Date and arising out of or related to (a) any action or omission of Purchaser with respect to any of the Assets; (b) any inaccuracy in or breach of Purchaser's representations, warranties, covenants or acknowledgments made pursuant to this Agreement; (c) any Claim for a finder's fee or broker's commission asserted against Seller and arising from the transaction contemplated by this Agreement and arising through Purchaser; and (d) any and all claims asserted against any of them arising out of their interest in the Assets and/or the transactions contemplated herein.

Section 7.2. Settlement. If any Claim is settled or if there is a final judgment against the Indemnified Party in any Claim, the indemnifying party will indemnify, hold harmless and defend the Indemnified Party for, from and against any and all loss or liability incurred by the



Indemnified Party by reason of such settlement, if such settlement was approved by indemnifying party, which approval shall not be unreasonably withheld, or judgment and will pay on demand all costs and expenses incurred by the Indemnified Party in connection with the settlement, if such settlement was approved by indemnifying party, which approval shall not be unreasonably withheld, or judgment.

Section 7.3. Environmental Indemnity. Nothing in this Agreement or any documents delivered pursuant to this Agreement will prejudice Seller from seeking the benefit of any environmental indemnity delivered by any indemnitor to Seller in connection with any Asset to the extent permitted by applicable law.

Section 7.4. Release by Purchaser. From and after the Closing and so long as the Closing occurs, Purchaser hereby agrees that Seller, MedCap, Seller's and MedCap's Affiliates, agents, employees, representatives and trustees, the existing trustees under any deed of trust securing any Loan and any predecessor or successor of Seller and/or MedCap (each a "**Released Party**" and collectively, the "**Released Parties**") shall be, and are hereby, fully and forever released and discharged from any and all Claims, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with any of the Assets. Purchaser hereby expressly waives the provisions of Section 1542 of the California Civil Code which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

and all similar provisions or rules of law. Purchaser elects to and does assume all risk for such Claims heretofore and hereafter arising, whether now known or unknown by Purchaser.

BY INITIALING BELOW, PURCHASER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

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PURCHASER'S INITIALS

In this connection and to the greatest extent permitted by law, Purchaser hereby agrees, represents and warrants that such party realizes and acknowledges that factual matters now unknown to him, her or it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Purchaser further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Purchaser nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown Claims, debts, and controversies which might in any way be included as a material portion of the consideration given to Seller by Purchaser in exchange for Seller's performance hereunder. Without limiting the foregoing, if Purchaser has actual knowledge of a default in any of the covenants, agreements or obligations to be performed

by Seller under this Agreement, and Purchaser nonetheless elects to proceed to Closing, then, upon the consummation of the Closing, Purchaser shall be conclusively deemed to have waived any such default and shall have no Claim against Seller or hereunder with respect thereto.

Seller has given Purchaser material concessions regarding this transaction in exchange for Purchaser agreeing to the provisions of this Section 7.4. The provisions of this Section 7.4 shall survive the Closing and shall not be deemed merged into any instrument or conveyance delivered at the Closing.

Section 7.5. NO LIABILITY TO RECEIVER. WITHOUT LIMITATION OF THE FOREGOING, AS AN ESSENTIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, AND AS PART OF THE CONSIDERATION GIVEN HEREUNDER, PURCHASER ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

(a) RECEIVER IS ENTERING INTO THIS AGREEMENT SOLELY IN CONNECTION WITH HIS DUTIES AS RECEIVER PURSUANT TO THE ORDER. IN NO EVENT SHALL RECEIVER BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY RECEIVER, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCE WHATSOEVER, EXCEPT IF THE RESULT OF RECEIVER'S GROSS NEGLIGENCE OR INTENTIONAL AND WILLFUL MISCONDUCT. RECEIVER SHALL NOT BE PERSONALLY LIABLE IN CONNECTION WITH ANY DUTIES PERFORMED BY RECEIVER PURSUANT TO THE ORDER.

(b) NO PROVISION OF THIS AGREEMENT SHALL OPERATE TO PLACE ANY OBLIGATION OR LIABILITY FOR THE SERVICING OF ANY LOAN OR THE CONTROL, CARE, MANAGEMENT OR REPAIR OF ANY PROPERTY UPON RECEIVER NOR SHALL IT OPERATE TO MAKE RECEIVER RESPONSIBLE OR LIABLE FOR ANY WASTE COMMITTED ON THE ATLANTA PROPERTY BY ANY PERSON OR FOR ANY DANGEROUS OR DEFECTIVE CONDITION OF THE PROPERTY OR FOR ANY NEGLIGENCE IN MANAGEMENT, UPKEEP, REPAIR OR CONTROL OF THE ATLANTA PROPERTY RESULTING IN LOSS OR INJURY OR DEATH TO ANY PERSON.

THE PROVISIONS OF THIS SECTION 7.5 SHALL SURVIVE THE CLOSING AND SHALL NOT BE DEEMED MERGED INTO ANY INSTRUMENT OR CONVEYANCE DELIVERED AT CLOSING.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1. Notices. All Notices must be in writing and (a) delivered personally by a process server providing a sworn declaration evidencing the date of service, the individual served, and the address where the service was made; (b) sent by certified mail, return receipt requested; or (c) delivered by nationally recognized overnight delivery service providing evidence of the date of delivery, with all charges prepaid, addressed to the appropriate party at its address listed in Exhibit A. Seller and Purchaser each may change from time to time the address to which Notices must be sent, by Notice given in accordance with this Section 8.1 All Notices

given in accordance with this Section 8.1 will be deemed to have been given three (3) Business Days after having been deposited in any mail depository regularly maintained by the United States postal service, if sent by certified mail, or one (1) Business Day after having been deposited with a nationally recognized overnight delivery service, if sent by overnight delivery, or on the date of personal service, if served by a process server.

Section 8.2. Applicable Law. This Agreement is governed by and will be construed in accordance with the laws of the State of California.

Section 8.3. Discretion. Wherever under this Agreement either Seller or Purchaser has the right to approve or determine any matter, such approval or determination will be in the approving party's sole discretion unless expressly provided to the contrary in this Agreement. Wherever under this Agreement any matter is required to be satisfactory to Seller or Purchaser, such determination that the matter is satisfactory will be in the party's sole discretion unless expressly provided to the contrary in this Agreement.

Section 8.4. Unenforceable Provisions. If any provision of this Agreement is found to be illegal or unenforceable or would operate to invalidate this Agreement, then the provision will be deemed to be expunged and this Agreement will be construed as though the provision was not contained in this Agreement and the remainder of this Agreement will remain in full force and effect.

Section 8.5. Survival. Unless expressly provided to the contrary in this Agreement, Seller's and Purchaser's representations, warranties and covenants contained in this Agreement will continue in full force and effect and survive the Closing and any other act or omission that might otherwise be construed as a release or discharge and will not merge into the Closing Documents, but instead will be independently enforceable.

Section 8.6. Entire Agreement. Any agreements between Seller and Purchaser relating to the matters described in this Agreement are contained in this Agreement, which contains the complete and exclusive statement of the agreements between Seller and Purchaser, except as Seller and Purchaser may later agree in writing to amend this Agreement.

Section 8.7. No Oral Amendment. This Agreement may not be amended, waived or terminated orally or by any act or omission made individually by Seller or Purchaser but may be amended, waived or terminated only by a written document signed by the party against which enforcement of the amendment, waiver or termination is sought.

Section 8.8. Joint and Several Liability. If Purchaser or Seller consists of more than one person or entity, the obligations and liabilities of each such person or entity under this Agreement are joint and several.

Section 8.9. Successors and Assigns. This Agreement binds Seller and Purchaser and their respective successors and assigns and inures to the benefit of Seller and Purchaser and their respective successors and permitted assigns. This Agreement also inures to the benefit of all Indemnified Parties, Released Parties, Purchaser Releasees, and Purchaser Indemnified Parties, pursuant to Article VII. Except as expressly provided above, this Agreement is not intended to

give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

Section 8.10. Duplicates and Counterparts; Facsimile. Duplicate counterparts of this Agreement may be executed and together will constitute a single original document. Transmission by facsimile of the signature of any party to this Agreement shall constitute execution and delivery of this Agreement or such document, provided that the party transmitting the same shall be obligated to promptly deliver the executed original thereof to the other party.

Section 8.11. Rights Cumulative; Waivers. The rights of each Seller and Purchaser under this Agreement are cumulative and may be exercised as often as such party considers appropriate. The rights of each Seller and Purchaser under this Agreement will not be capable of being waived or varied except by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights will not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights will not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party will in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

Section 8.12. Fees and Expenses. Purchaser and Seller shall each bear all costs, fees and expenses incurred thereby in connection with this Agreement, including without limitation, the fees and expenses of accountants, appraisers, attorneys, servicers and other consultants and other costs and expenses in connection with the preparation of this Agreement and the consummation of the transaction contemplated by this Agreement. Escrow Agent's fees for serving as escrow agent shall be paid by Purchaser regardless of whether or not the Closing occurs, unless the Closing does not occur due to Purchaser being outbid by a Qualified Bidder or Seller fails to obtain Court Approval. Purchaser shall pay all other title and escrow costs and expenses related to the transaction. Without limitation of the foregoing, Seller shall not bear the cost of any recordation fees and/or taxes associated with selling, transferring, and assigning the Loans or any interest therein, including, without limitation, assignments of any deeds of trust, assignments of any financing statements, and any fees and/or taxes associated with other transfer documents which are to be recorded in connection with the transactions contemplated hereby. On or before the Closing Date, Purchaser agrees to deposit with Escrow Agent cash in an amount sufficient to pay all costs to be paid by Purchaser with respect to the Closing.

Section 8.13. Agreement Not Binding. Nothing contained in this Agreement will create any obligation on the part of Seller under this Agreement unless and until Seller has executed and delivered to Purchaser a counterpart copy of this Agreement.

Section 8.14. Further Assurances. Seller and Purchaser shall, upon the request of the other, execute and deliver such assignment and assumption documents, or perform such other acts, as may be reasonably required in order to effect, perfect or confirm the assignment by Seller, and the assumption by Purchaser, of all right, title, interest and obligations of Seller under the Loans and to complete the transactions contemplated by this Agreement, including correcting any errors or omissions in the Closing Documents delivered under Sections 3.3 and 3.4 hereof and including such further acts as are reasonably necessary to assure the timely transfer of

(a) servicing rights, and files with respect, to the Loans and (b) rights as lender to any escrow accounts maintained in accordance with the Loan Documents.

Section 8.15. Attorneys' Fees. If any action or claim is made by any party hereto against the other relating to this Agreement or the subject matter hereof, the prevailing party shall be entitled to their reasonable attorneys' fees and legal expenses, including all fees, costs and expenses incurred in any appellate or bankruptcy proceedings, or in any post-judgment proceedings to collect or enforce any judgment. This provision for the recovery of post-judgment fees, costs, and expenses is separate and several and shall survive the merger of this Agreement into any judgment. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

Section 8.16. Brokerage Commissions. Seller represents and warrants to Purchaser that Seller has not engaged any broker or finder in connection with the transaction contemplated by this Agreement other than Glass Ratner Advisory & Capital Group, LLC. ("**Seller's Broker**"), whose commission (if the Closing occurs) shall be paid pursuant to a separate agreement entered into by Seller and Seller's Broker. Purchaser represents and warrants to Seller that Purchaser has not engaged any broker or finder in connection with the transaction contemplated by this Agreement. Purchaser shall indemnify, defend and hold Seller and Broker harmless from and against any liability, cost or expense arising out of or connected with any claim for any commission or compensation made by any Person claiming to have been retained or contacted by Purchaser in connection with this transaction, and subject to Section 7.5, Seller shall indemnify, defend and hold Purchaser harmless from and against any liability, cost or expense arising out of or connected with any claim for any commission or compensation made by any Person claiming to have been retained or contacted by Seller in connection with this transaction. This indemnity provision shall survive the Closing or any earlier termination of this Agreement. Brokers shall not be deemed parties or third party beneficiaries of this Agreement. Brokers hereby agree to provide at Closing sworn affidavits with respect to the payment of the compensation due each Brokers at Closing in connection with the transactions contemplated by this Agreement and waiving and releasing any and all lien rights under the Commercial Real Estate Broker Lien Act, O.C.G.A. §§ 44-14-600 et seq., with respect to the entire Atlanta Property and running in favor of Purchaser, Seller and Purchaser's title insurer. As a condition to Seller's and Buyer's obligations to pay the commission pursuant to this Section 8.16, Brokers shall execute the signature page for Brokers attached hereto solely for purposes of confirming the matters set forth therein; provided, however, that (a) Brokers' signatures hereon shall not be a prerequisite to the binding nature of this Agreement on Purchaser and Seller, and the same shall become fully effective upon execution by Purchaser and Seller, and (b) the signatures of Brokers will not be necessary to amend any provision of this Agreement.

## **ARTICLE IX**

### **DISPUTE RESOLUTION**

Section 9.1. Court Trial. Each party to this Agreement hereby expressly waives any right to trial by jury with respect to any claim, demand, action or cause of action (a) arising under this Agreement, including any present or future modification thereof, or (b) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with

respect to this Agreement (as now or hereafter modified) or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether such claim, demand, action or cause of action is now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and each party hereby agrees and consents that any such claim, demand or cause of action shall be decided by court trial without a jury, and that any party to this Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the parties hereto to the waiver of any right they might otherwise have to trial by jury.

Section 9.2. Venue. Any action shall be commenced and maintained in the Court. The parties irrevocably consent to jurisdiction and venue in such Court and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Article IX.

## ARTICLE X

### ESCROW PROVISIONS

Section 10.1. Escrow. Upon the execution of this Agreement by Purchaser and Seller, and the acceptance of this Agreement by Escrow Agent in writing, this Agreement shall constitute the joint escrow instructions of Purchaser and Seller to Escrow Agent to open escrow (the "**Escrow**") for the consummation of the transfer of Seller's right, title and interest in, to and under the Assets to Purchaser pursuant to this Agreement. Upon Seller's confirmation of receipt of the Deposit and Escrow Agent's written acceptance of this Agreement, Escrow Agent is authorized to act in accordance with the terms of this Agreement. Purchaser and Seller shall promptly execute general escrow instructions based upon this Agreement at the request of Escrow Agent; provided, however, that if there is any conflict or inconsistency between such general escrow instructions and this Agreement, this Agreement shall control. Upon the Closing, Escrow Agent shall pay any sum owed to Seller with immediately available United States federal funds.

Section 10.2. Termination of Obligations. After delivery of the Purchase Price and the Closing Documents in accordance herewith, Escrow Agent shall have no further liability or obligation of any kind whatsoever.

## ARTICLE XI

### SALE PROCEDURES

Section 11.1. The Auction. The parties acknowledge it is a condition precedent to the Closing that Receiver obtain the Court Approval and the Receiver shall seek such Court Approval from the Court. Seller has proposed to the Court that the sale of the Assets be subject to an auction (the "**Auction**") conducted under the Court's supervision in accordance with the following terms and provisions:

a. Seller shall file a report with the Court ("**Report**") on or before October 12, 2015, seeking approval of the Agreement. The Report shall provide a summary of the terms

of the Agreement and attach a proposed Auction Confirmation Order, as defined below, in form and substance reasonably acceptable to Purchaser.

Section 11.2. Overbids and Bid Increments. Subject to Court approval, the minimum overbid shall be \$236,250.00 (the "**Minimum Overbid Amount**"). Only Qualified Bidders (as defined below) may make bids at the Auction. All bids are subject to overbids in increments of Five Thousand and No/100 Dollars (\$5,000.00), subject to Court approval. The Court may reject any and all bids following conclusion of the Auction. If no Qualified Bidder submits a bid in the amount of the Minimum Overbid Amount or higher, this Agreement will be submitted to the Court for approval in its current form.

Section 11.3. Due Diligence Information. All prospective bidders ("**Prospective Bidders**") shall have had the opportunity to inspect the Assets and any documentation in Seller's possession relating thereto prior to the Auction ("**Due Diligence Information**"). Prospective Bidders may also obtain a form purchase and sale agreement, after executing a limited access agreement in form acceptable to Seller. Such limited access agreement may include confidentiality provisions as determined necessary or appropriate by Seller.

Section 11.4. No Representations and Warranties for Due Diligence Information. Any Due Diligence Information provided to Prospective Bidders is for informational purposes only and provided without any warranty, guaranty or representation by Seller or Seller's Broker, express or implied. All Prospective Bidders shall conduct their own independent investigation and analysis regarding the condition of the Assets and their suitability for Prospective Bidders' intended use. Neither Seller, nor Seller's Broker, has made or will be deemed to have made any representations, express or implied, regarding the completeness or accuracy of the Due Diligence Information.

Section 11.5. Qualified Bidder. To be determined a qualified bidder (the "**Qualified Bidder**"), one must: (i) provide a fully executed purchase and sale agreement for the Property in form substantially similar to this Agreement ("**Qualified Bid PSA**"), acceptable to Seller, (ii) concurrently with the execution and delivery of the Qualified Bid PSA, provide evidence, in the form of a cashier's check, a deposit of Immediately Available Funds, an irrevocable letter of credit in favor of Seller or such other evidence acceptable to Seller, in his sole and absolute discretion, that the Qualified Bidder has the ability to pay at least the Minimum Overbid Amount set forth above ("**Financial Assurance**"), (iii) concurrently with the execution and delivery of the Qualified Bid PSA, provide an earnest money deposit (the "**Overbid Deposit**") in Immediately Available Funds in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) payable to Seller, which amount shall be *non-refundable* to the Qualified Bidder with the highest bid approved by the Court at the Auction (the "**High Bidder**"), except as expressly set forth in the Qualified Bid PSA. Each Qualified Bidder must provide the Qualified Bid PSA executed by such Qualified Bidder, Financial Assurance and Overbid Deposit to the Receiver no later than two (1) business day prior to the date set for the hearing with the Court on the motion seeking Court Approval ("**Hearing Date**"). The Qualified Bidders shall appear at the Auction in person, or through a duly authorized representative. The High Bidder's Overbid Deposit shall be applied to the purchase price, if the sale is approved by the Court.

Section 11.6. Consent to Court Jurisdiction and Waiver of Jury Trial. All Qualified Bidders appearing at the Auction shall have deemed to have consented to the Court's jurisdiction and waived any right to jury trial in connection with any disputes related to the Auction, or the closing of the sale. The Court shall be the exclusive forum for any such disputes.

Section 11.7. No Contingencies for Qualified Bidder. The sale to any Qualified Bidder of the Assets shall *not* be subject to any contingencies, including without limitation, contingencies for financing, due diligence or inspection.

Section 11.8. No Conditions Precedent for Qualified Bidder. The sale to any Qualified Bidder of the Assets shall not be subject to any additional conditions precedent (not reflected in this Agreement) to the Qualified Bidder's obligation to timely consummate the sale transaction, and to pay the remainder of the purchase price.

Section 11.9. Auction Confirmation Order. The only authorized condition subsequent to the Auction for the Qualified Bidder is entry of a Court order confirming the sale to the Qualified Bidder (the "**Auction Confirmation Order**").

Section 11.10. Conditions to Consummation of Sale Transaction Prior to and Following Auction. In addition to the Closing conditions set forth in this Agreement, the closing of any sale to a Qualified Bidder shall be subject to the following additional conditions: (i) Seller's review and acceptance of the highest bid received from a Qualified Bidder, (ii) entry of the Auction Confirmation Order and (iii) prior to Auction, waiver and release of all claims against Seller. If any of these foregoing conditions are not satisfied, (a) the sale to the Qualified Bidder shall not be consummated, and (b) any obligations of Seller shall also be terminated, including any obligations under the Qualified Bid PSA.

Section 11.11. Termination. If Seller does not obtain Court Approval on or before forty-five (45) days from the date the Agreement is fully executed, the Agreement shall automatically terminate and shall be deemed void and of no further force and effect, unless extended by written agreement of Seller and Purchaser.

Section 11.12. Break-Up Fee. If Purchaser is not the High Bidder at the Auction, Purchaser shall be entitled to (x) the Deposit and interest accrued thereon and (y) subject to Court approval, a break-up fee equal to Purchaser's actual out of pocket costs paid to third party, including attorneys' fees, in conducting its due diligence investigations (the "**Break-Up Fee**"), but shall not be entitled to specifically enforce Seller's obligation to convey the Assets. Notwithstanding the foregoing, in no event shall the Break-Up Fee exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Agreement as of the date first set forth above.

**E.D.S. FINANCIAL SERVICES, INC.**

By: \_\_\_\_\_  
Its: Avi Marciado

**SELLER:**

Thomas A. Seaman, Receiver appointed by the United States District Court for the Central District of California, Southern Division for Medical Capital Holdings, Inc. and its subsidiaries and affiliates, including Medical Provider Financial Corporation III, Medical Provider Financial Corporation IV and Georgia Medical Provider Financial Corporation

\_\_\_\_\_  
Thomas A. Seaman, as Receiver

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Agreement as of the date first set forth above.

**E.D.S. FINANCIAL SERVICES, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLER:**

Thomas A. Seaman, Receiver appointed by the United States District Court for the Central District of California, Southern Division for Medical Capital Holdings, Inc. and its subsidiaries and affiliates, including Medical Provider Financial Corporation III, Medical Provider Financial Corporation IV and Georgia Medical Provider Financial Corporation

  
\_\_\_\_\_  
Thomas A. Seaman, as Receiver

**SELLER'S BROKER SIGNATURE PAGE**

The undersigned Seller's Broker hereby executes this Seller's Broker Signature Page solely to confirm the following: (a) Seller's Broker represents only the Seller in the transaction described in the Agreement to which this signature page is attached, and (b) Seller's Broker acknowledges that the only compensation due to Seller's Broker in connection with the Closing of the transaction described in the Agreement to which this signature page is attached is as set forth in a separate agreement between Seller and Seller's Broker.

**SELLER'S BROKER:**

Glass Ratner Advisory & Capital Group, LLC

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**

**LAVIPHARM COLLATERAL**

- Security Agreement made by Lavipharm Corp., a Delaware corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated January 9, 2006.
- Security Agreement made by Lavipharm Laboratories, Inc., a New Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated January 9, 2006.
- Pledge Agreement between Lavipharm Corp., a Delaware corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated January 9, 2006.
- Pledge Agreement between Lavipharm Laboratories, Inc., a new Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated January 9, 2006.
- Patent Security Agreement by and between Medical Provider Financial Corporation III, a Nevada corporation and Lavipharm Corp., a Delaware corporation, dated January 9, 2006.
- Patent Security Agreement by and between Medical Provider Financial Corporation III, a Nevada corporation and Lavipharm Laboratories, Inc., a New Jersey corporation, dated January 9, 2006.
- Amendment No. 1 to Security Agreement by and between Lavipharm Corp., a Delaware corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated September 28, 2006.
- Amendment No. 2 to Security Agreement by and between Lavipharm Corp., a Delaware corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated July 24, 2007.
- Amendment No. 1 to Security Agreement by and between Lavipharm Laboratories, Inc., a New Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated September 28, 2006.
- Amendment No. 2 to Security Agreement by and between Lavipharm Laboratories, Inc., a New Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated July 24, 2007.
- Amendment No. 1 to Pledge Agreement by and between Lavipharm Corp., a Delaware corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated September 28, 2006.

- Amendment No. 2 to Pledge Agreement by and between Lavipharm Corp., a Delaware corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated July 24, 2007.
- Amendment No. 1 to Pledge Agreement by and between Lavipharm Laboratories, Inc., a New Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated September 28, 2006.
- Amendment No. 2 to Pledge Agreement by and between Lavipharm Laboratories, Inc., a New Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated July 24, 2007.
- Amendment No. 1 to Patent Security Agreement by and between Lavipharm Corp., a Delaware corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated September 28, 2006.
- Amendment No. 2 to Patent Security Agreement by and between Lavipharm Corp., a Delaware corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated July 24, 2007.
- Amendment No. 1 to Patent Security Agreement by and between Lavipharm Laboratories, Inc., a New Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated September 28, 2006.
- Amendment No. 2 to Patent Security Agreement by and between Lavipharm Laboratories, Inc., a New Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated July 24, 2007.
- Amendment No. 3 to Security Agreement by and between Lavipharm Corp., a Delaware corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated May 15, 2009.
- Amendment No. 3 to Security Agreement by and between Lavipharm Laboratories, Inc., a New Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated May 15, 2009.
- Amendment No. 3 to Pledge Agreement by and between Lavipharm Corp., a Delaware corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated May 15, 2009.
- Amendment No. 3 to Pledge Agreement by and between Lavipharm Laboratories, Inc., a New Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated May 15, 2009.
- Amendment No. 3 to Patent Security Agreement by and between Lavipharm Corp., a Delaware corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated May 15, 2009.

- Amendment No. 3 to Patent Security Agreement by and between Lavipharm Laboratories, Inc., a New Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated May 15, 2009.

**EXHIBIT B**

**TPG COLLATERAL**

- Security Agreement between The Perfect Game LLC, a North Carolina limited liability company, and Medical Provider Financial Corporation IV, a Nevada corporation, dated July 5, 2007.
- Loan and Security Agreement between Medical Provider Financial Corporation IV, a Nevada corporation, and The Perfect Game, LLC, a North Carolina limited liability company, dated July 18, 2007.
- Addendum to Loan and Security Agreement dated January 24, 2008.
- Second Addendum to Loan and Security Agreement dated April 15, 2008.

**EXHIBIT C**

**DEFINITIONS**

"**Affiliate**" is defined, in the case of any entity, as the entity's parent or any wholly or partially-owned subsidiary of the entity or the entity's parent.

"**Agreement**" is defined as this Asset Purchase and Sale Agreement, together with all Exhibits, Schedules and attachments annexed hereto and made a part hereof, as the same may be amended, supplemented or modified.

"**Asset**" or "**Assets**" is defined in Recital G.

"**Assumption Agreement**" is defined in Section 3.3(a).

"**Atlanta Property**" is defined in Recital C.

"**Auction**" is defined in Section 11.1.

"**Auction Confirmation Order**" is defined in Section 11.9.

"**Baxter-Jones Judgment**" is defined in Recital F.

"**Break-Up Fee**" is defined in Section 11.12.

"**Borrower Notice Letters**" is defined in Section 3.3(b) hereof.

"**Business Day**" is defined as any day, other than a Saturday, a Sunday, a federal holiday or any day on which banking institutions in Los Angeles, California are not generally open for business.

"**Case**" is defined in Recital H.

"**Claim**" is defined as any and all liabilities, losses, claims (including third party claims), demands, damages (of any nature whatsoever), causes of action, costs, penalties, fines, judgments, attorneys' fees, consultants' fees and costs and experts' fees.

"**Closing**" is defined as the consummation of the purchase and sale of all of Seller's right, title and interest in the Assets as contemplated by this Agreement pursuant to delivery of the Closing Documents, payment of the Purchase Price and sale and purchase of the Assets in accordance with this Agreement, which Closing will occur at or before 2:00 p.m. (Pacific Standard Time) on the Scheduled Closing Date.

"**Closing Date**" is defined as the date on which the Closing actually occurs.

"**Closing Documents**" is defined as all documents that are required to be delivered by Seller or Purchaser at the Closing in accordance with this Agreement.



"**Court**" is defined as the United States District Court for the Central District of California, Southern Division.

"**Court Approval**" is defined in Section 3.7(a)(C).

"**Deposit**" is defined in Section 3.2(a).

"**Due Diligence Information**" is defined in Section 11.3.

"**Effective Date**" is defined in the Preamble.

"**Escrow**" is defined in Section 10.1.

"**Escrow Agent**" is defined in Section 3.1(a) hereof. Escrow Agent's address for Notices is as follows:

First American Title Insurance Company  
5 First American Way  
Santa Ana, CA 92707  
Facsimile: 877-372-0261  
Attention:  
Escrow No. \_\_\_\_\_

"**Expenses**" is defined in Section 6.1.

"**Financial Assurance**" is defined in Section 11.5.

"**GMPFC**" is defined in the Preamble.

"**Hearing Date**" is defined in Section 11.5.

"**High Bidder**" is defined in Section 11.5.

"**Indemnified Party**" and "**Indemnified Parties**" are each defined in Section 7.1.

"**Judgments**" is defined in Recital F.

"**Kroop**" is defined in Recital E.

"**Kroop Loan**" is defined in Recital E.

"**Kroop Loan Documents**" is defined in Recital E.

"**Kroop Note**" is defined in Recital E.

"**Kroop Settlement Agreement**" is defined in Recital E.

"**Kroop Stipulation**" is defined in Recital E.

**"Lavipharm Collateral"** is defined in Recital A.

**"Lavipharm Credit Agreement"** is defined in Recital A.

**"Lavipharm Loan"** is defined in Recital A.

**"Lavipharm Loan Documents"** is defined in Recital A.

**"Lavipharm Note"** is defined in Recital A.

**"Loan"** and **"Loans"** are defined to include each of the Lavipharm Loan, the TPG Loan and the Kroop Loan, as defined herein.

**"Loan Documents"** is defined in Recital G.

**"Minimum Overbid Amount"** is defined in Section 11.2.

**"NMPI Stock"** is defined in Recital D.

**"Note"** and **"Notes"** are defined in Recital G.

**"Notice"** is defined as any and all acceptances, approvals, consents, demands, notices, requests and other communications required or permitted to be given under this Agreement.

**"OFAC"** is defined in Section 4.1(e).

**"Order"** is defined in Recital H.

**"Overbid Deposit"** is defined in Section 11.5.

**"Proration Schedule"** is defined in Section 3.9.

**"Prospective Bidders"** is defined in Section 11.3.

**"Purchase Price"** is defined as the amount payable by Purchaser in consideration of the transfer of the Assets to Purchaser in accordance with this Agreement, such amount being equal to TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00).

**"Purchaser"** is defined in the introductory paragraph. Purchaser's address for Notices is as follows:

E.D.S. Financial Services, Inc\_  
25422 Trabuco Road, Suite 105-623Lake Forest, CA 92630  
Fax:  
Email:

**"Qualified Bid PSA"** is defined in Section 11.5.

**"Qualified Bidder"** is defined in Section 11.5.

**"Released Party" or "Released Parties"** is defined in Section 7.4.

**"Receiver"** is defined in Recital H.

**"Scheduled Closing Date"** is defined as the date five (5) business days after the date Seller obtains the Court Approval or such other date as Purchaser and Seller may mutually agree.

**"Seller"** is defined in the Preamble. Seller's address for Notices is as follows:

THOMAS SEAMAN COMPANY  
3 Park Plaza, Suite 550  
Irvine, California 92614  
Facsimile: (949) 222-0661  
Attention: Thomas A. Seaman CFA (Tom)

with a  
copy to:

Allen Matkins Leck Gamble Mallory & Natsis LLP  
515 South Figueroa Street, 9<sup>th</sup> Floor  
Los Angeles, California 90071  
Attention: Michael R. Farrell

**"Seller's Broker"** is defined in Section 8.16.

**"TEEM Judgment"** is defined in Recital F.

**"TPG Collateral"** is defined in Recital A.

**"TPG Corporate Interest"** is defined in Recital A.

**"TPG Loan"** is defined in Recital A.

**"TPG Loan and Security Agreement"** is defined in Recital A.

**"TPG Loan Documents"** is defined in Recital A.

**"UCC Financing Statement"** is defined as those UCC financing statements filed or recorded in connection with any of the Assets.

**EXHIBIT D**

**RULES OF CONSTRUCTION**

1. References in this Agreement to numbered Articles or Sections are references to the Articles and Sections of this Agreement. References in this Agreement to lettered Exhibits and numbered Attachments are references to the Exhibits and Attachments attached to this Agreement, all of which are incorporated in and constitute a part of this Agreement. Article, Section, Exhibit and Attachment captions used in this Agreement are for reference only and do not describe or limit the substance, scope or intent of this Agreement or the individual Articles, Sections, Exhibits or Attachments of this Agreement.

2. The terms "include", "including" and similar terms are construed as if followed by the phrase "without limitation."

3. The term "Atlanta Property" is construed as if followed by the phrase "or any part thereof".

4. Any agreement by or duty imposed on either party in this Agreement to perform any obligation or to refrain from any act or omission constitutes a covenant on such party's part and includes a covenant by such party to cause its Affiliates, agents, employees, members, partners, principals, representatives and trustees to perform the obligation or to refrain from the act or omission in accordance with this Agreement.

5. The singular of any word includes the plural and the plural includes the singular. The use of any gender includes all genders.

6. The terms "person", "party" and "entity" include natural persons, firms, partnerships, limited liability companies and partnerships, corporations and any other public or private legal entity.

7. The term "provisions" includes terms, covenants, conditions, agreements and requirements.

8. The term "amend" includes modify, supplement, renew, extend, replace, restate and substitute and the term "amendment" includes modification, supplement, renewal, extension, replacement, restatement and substitution.

9. No inference in favor of or against a party with respect to this Agreement may be drawn from the fact that the party drafted this Agreement.

10. The term "certificate" means the sworn, notarized statement of the entity giving the certificate, made by a duly authorized person satisfactory to Seller affirming the truth and accuracy of every statement in the certificate. Any document that is "certified" means the document has been appended to a certificate of the entity certifying the document that affirms the truth and accuracy of everything in the document being certified. In all instances the entity issuing a certificate must be satisfactory to Seller and Purchaser.

11. All obligations, rights, remedies and waivers contained in this Agreement will be construed as being limited only to the extent required to be enforceable under applicable law.

**EXHIBIT E-1**

**WIRING INSTRUCTIONS FOR ESCROW AGENT**

Bank Name:

ABA routing Number:

Account Name:

Account Number:

Escrow Number:

Escrow Name:

Escrow Officer:

**EXHIBIT E-2**

**WIRING INSTRUCTIONS FOR SELLER**

Bank:

Account Name:

Routing Transit Number:

Account Number:

Reference:

**EXHIBIT F**

**FORM OF ASSIGNMENT AND ASSUMPTION OF AGREEMENT**

FOR VALUE RECEIVED, Thomas A. Seaman, Receiver appointed by the United States District Court for the Central District of California, Southern Division for Medical Capital Holdings, Inc. and its subsidiaries and affiliates (collectively, "**Assignor**"), assigns, conveys, grants, sets over and transfers to E.D.S. Financial Services, Inc. ("Assignee"), all of Assignor's right, title and interest, if any, in and to (1) the assets listed on **Attachment 1** to this Assignment, (2) to the extent paid after the Effective Date, all scheduled and unscheduled payments, including any proceeds of any insurance claims or settlements or casualty or eminent domain proceedings or any payments made by Borrower, arising in connection with the Loans, and (3) the Loan Documents, including, without limitation, the servicing files (to the extent in the possession and/or control of Assignor) and the items listed on **Attachment 1** hereto.

TOGETHER WITH all of Assignor's right, title and interest, if any, in and to all Notes and contracts described or referred to in the Loan Documents or with respect to the Assets, all guarantees of the Loan Documents or with respect to the Assets, all assumptions of the Loan Documents or with respect to the Assets, the money due and to become due thereon with interest and all contract rights accrued or to accrue under the Loan Documents or with respect to the Assets.

Assignee unconditionally assumes all liabilities and obligations of Assignor arising under the Loan Documents and with respect to the Assets on and after the Effective Date, including, without limitation, any obligation under the Loan Documents to make any future advances to the borrower thereunder at any time on and after the Effective Date.

This Assignment and Assumption of Agreement (this "**Assignment and Assumption**") will be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Except as set forth in the Asset Purchase and Sale Agreement, dated as of October \_\_, 2015, between Assignor and Assignee (the "**Purchase Agreement**"), this Assignment and Assumption is made without recourse to or any representation or warranty, express or implied, by Assignor. Any such representation or warranty will not inure to the benefit of any assignee of Purchaser other than an assignee permitted under such Purchase Agreement. Capitalized terms not otherwise defined in this Assignment and Assumption shall have the respective meaning ascribed to such term in the Purchase Agreement.



Dated as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

**ASSIGNEE:**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNOR:**

By: \_\_\_\_\_  
Name:  
Title:

**Attachment 1**

**A. Loan Documents**

1. Loan and Security Agreement between Medical Provider Financial Corporation IV, a Nevada corporation, and The Perfect Game, LLC, a North Carolina limited liability company, dated July 18, 2007, as amended by Addendum to Loan and Security Agreement dated January 24, 2008, and that Second Addendum to Loan and Security Agreement dated April 15, 2008.

2. Promissory Note dated July 5, 2007 issued by The Perfect Game LLC, a North Carolina limited liability company for the benefit of Medical Provider Financial Corporation IV, a Nevada corporation, as amended by Amended Promissory Note dated July 18, 2007.

3. Credit Agreement by and among Lavipharm Corp. and Lavipharm Laboratories, Inc. as Borrowers, and Medical Provider Financial Corporation III as Lender, dated January 9, 2006, as amended by Amendment No. 1 to Credit Agreement dated September 28, 2006, Amendment No. 2 to Credit Agreement dated July 24, 2007, and that Amendment No. 3 to Credit Agreement dated May 15, 2009.

4. Line of Credit Note issued by Lavipharm Corp. and Lavipharm Laboratories, Inc. as Borrowers, and Medical Provider Financial Corporation III as Lender, dated January 9, 2006, as amended by Amendment No. 1 to Line of Credit Note dated September 28, 2006, Amendment No. 2 to Line of Credit Note dated July 24, 2007, and that Amendment No. 3 to Line of Credit Note dated May 15, 2009.

5. Post-Closing Agreement by and among Lavipharm Corp. a Delaware corporation, Lavipharm Laboratories, Inc., a New Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated January 9, 2006, as amended by Amendment No. 1 to Post-Closing Agreement dated September 28, 2006, Amendment No. 2 to Post-Closing Agreement dated July 24, 2007, and that Amendment No. 3 to Post-Closing Agreement dated May 15, 2009.

6. Security Agreement made by Lavipharm Corp., a Delaware corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated January 9, 2006, as amended by Amendment No. 1 to Security Agreement dated September 28, 2006, Amendment No. 2 to Security Agreement dated July 24, 2007, and that Amendment No. 3 to Security Agreement dated May 15, 2009.

7. Security Agreement made by Lavipharm Laboratories, Inc., a New Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated January 9, 2006, as amended by Amendment No. 1 to Security Agreement dated September 28, 2006, Amendment No. 2 to Security Agreement dated July 24, 2007, and that Amendment No. 3 to Security Agreement dated May 15, 2009.

8. Pledge Agreement between Lavipharm Corp., a Delaware corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated January 9, 2006, as amended by Amendment No. 1 to Pledge Agreement dated September 28, 2006, Amendment No. 2 to Pledge Agreement dated July 24, 2007, and that Amendment No. 3 to Pledge Agreement dated May 15, 2009.

9. Pledge Agreement between Lavipharm Laboratories, Inc., a New Jersey corporation, and Medical Provider Financial Corporation III, a Nevada corporation, dated January 9, 2006, as amended by Amendment No. 1 to Pledge Agreement dated September 28, 2006, Amendment No. 2 to Pledge Agreement dated July 24, 2007, and that Amendment No. 3 to Pledge Agreement dated May 15, 2009.

10. Patent Security Agreement by and between Medical Provider Financial Corporation III, a Nevada corporation and Lavipharm Corp., a Delaware corporation, dated January 9, 2006, as amended by Amendment No. 1 to Patent Security Agreement dated September 28, 2006, Amendment No. 2 to Patent Security Agreement dated July 24, 2007, and that Amendment No. 3 to Patent Security Agreement dated May 15, 2009.

11. Patent Security Agreement by and between Medical Provider Financial Corporation III, a Nevada corporation and Lavipharm Laboratories, Inc., a New Jersey corporation, dated January 9, 2006, as amended by Amendment No. 1 to Patent Security Agreement dated September 28, 2006, Amendment No. 2 to Patent Security Agreement dated July 24, 2007, and that Amendment No. 3 to Patent Security Agreement dated May 15, 2009.

12. Environmental Indemnity Agreement by Lavipharm Corp., a Delaware corporation, Lavipharm Laboratories, Inc., a New Jersey corporation, to Medical Provider Financial Corporation III, Inc., a Nevada corporation, dated January 9, 2006, as amended by Amended no. 1 to Environmental Indemnity Agreement dated September 28, 2006, Amendment No. 2 to Environmental Indemnity Agreement dated July 24, 2007, and that Amendment No. 3 to Environmental Indemnity Agreement dated May 15, 2009.

## **B. Other Documents**

1. Rights to redeem certain interests in Seller's NMPI Interest as defined in and pursuant to the terms of that certain Amended and Restated Purchase and Sale Agreement by and between Thomas A. Seaman, Receiver appointed by the United States District Court for the Central District of California, Southern Division for Medical Provider Financial Corporation III, a Nevada corporation, NuView Life Sciences, Inc., a Delaware corporation ("Nuview"), and NuView molecular Pharmaceuticals, Inc., a Delaware corporation and wholly owned subsidiary of NuView, dated March 4, 2011.

2. Subscription Agreement and Letter of Investment Intent made by The Perfect Game, LLC, a North Carolina limited liability company for Series B Non-Voting Units of Membership Interest, and completed and signed by Medical Provider Financial Corporation IV, with an effective date on March 23, 2007.

3. Voting Units Purchase Agreement and Assignment of Rights by and among Highroad Entertainment Group, Inc., a Nevada corporation, Prelude Pictures of Palm

Beach, Inc., a Florida corporation, and The Perfect Game, LLC, dated as of September 26, 2007, as amended by Addendum to Voting Units Purchase Agreement and Assignment of Rights dated November 30, 2007.

**EXHIBIT G**

**FORM OF NOTICE TO BORROWER**

\_\_\_\_\_, 2011

**BY  
RETURN RECEIPT REQUESTED**

**CERTIFIED**

**MAIL/**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Re:

Ladies and Gentlemen:

Thomas A. Seaman, Receiver, appointed by the United States District Court for the Central District of California, Southern Division ("**Seller**") and \_\_\_\_\_, a \_\_\_\_\_, ("**Purchaser**"), having an address at \_\_\_\_\_, hereby notify \_\_\_\_\_ ("**Borrower**") that on the date hereof, Seller sold its entire interest in the referenced loan ("**Loan**") to Purchaser. Seller and Purchaser irrevocably and unconditionally authorize and direct Borrower to make each payment of interest, principal, escrows, impounds and all other amounts payable with respect to the Loan payable to the order of \_\_\_\_\_:

and to deliver each payment to the following address:

Seller hereby also notifies Borrower that any and all funds currently held and maintained by or on behalf of Seller in any escrow account established pursuant to the terms of any document or agreement evidencing and/or securing the Loan has been or will be transferred and conveyed to Purchaser.

If Borrower makes any payments other than in accordance with this authorization and direction, Borrower will not receive credit for the payment until otherwise properly directed. Borrower should notify Purchaser at the address and phone number given below if Borrower has any questions or comments on this matter:

\_\_\_\_\_  
Phone:

Thank you very much for your cooperation.

Very truly yours

Thomas A. Seaman, Receiver appointed by the United States District Court for the Central District of California, Southern Division for Medical Capital Holdings, Inc. and its subsidiaries and affiliates

---

Thomas A. Seaman, as Receiver

and

---

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT H**

**BILL OF SALE**

FOR VALUE RECEIVED, Thomas A. Seaman, Receiver, appointed by the United States District Court for the Central District of California, Southern Division ("**Seller**"), hereby sells, conveys and assigns to \_\_\_\_\_ ("**Purchaser**"), all of Seller's right, title and interest in and to the following:

All of the Assets, as defined in that certain Asset Purchase and Sale Agreement dated as of October \_\_, 2015 by and between Seller and Purchaser.

Seller makes no representations with respect to the Assets and makes no warranties of any kind or nature whatsoever, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose, with respect to any of the Assets transferred hereby, any and all such warranties being hereby expressly disclaimed. Purchaser hereby assumes all liabilities and obligations in connection with or arising under the matters assigned under this agreement.

TO HAVE AND TO HOLD unto the grantee and its successors and assigns forever.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of the \_\_\_ day of October, 2015.

**Seller:**

\_\_\_\_\_  
THOMAS A. SEAMAN, as receiver for MEDICAL  
CAPITAL HOLDINGS, INC. AND ITS SUBSIDIARIES  
AND AFFILIATES

**Purchaser:**

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



**EXHIBIT I**

**FORM OF ENDORSEMENT**

**ENDORSEMENT**

Pay to the order of \_\_\_\_\_ ("**Purchaser**"), without any recourse to or representation or warranty, express or implied, by Thomas A. Seaman, Receiver appointed by the United States District Court for the Central District of California, Southern Division for Medical Capital Holdings, Inc. and its subsidiaries and affiliates ("**Seller**"), except as expressly set forth in that certain Purchase and Sale Agreement, dated as of October \_\_, 2015, by and between Seller and Purchaser.

This endorsement is attached to and forms a part of that certain note dated \_\_\_\_\_ made by \_\_\_\_\_ as borrower, to \_\_\_\_\_, a Nevada corporation, in the original principal amount of \$.

Dated as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT J**

**DEED TO ATLANTA PROPERTY**

---

Space Above This Line for Recorder's Use

After recording, please return to:

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**QUITCLAIM DEED**

THIS INDENTURE is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between

THOMAS A. SEAMAN, as receiver for GEORGIA MEDICAL PROVIDER FINANCIAL CORPORATION, a Georgia corporation,

as party or parties of the first part, herein collectively called "**Grantor**", and

E.D.S. Financial Services, Inc. , a California corporation,

as party or parties of the second part, herein called "**Grantee**", the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and plural.

**W I T N E S S E T H:**

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, the Grantor has acting under and by virtue of the power and authority contained in that certain Preliminary Injunction and Order Appointing a Receiver, entered on August 18, 2009 by the United States District Court for the Central District of California, Southern Division, in Case No. SACV 09-818DOC (RNBx), and hereby does remise, release, convey and forever quitclaim unto Grantee and the heirs, legal representatives, successors and assigns of Grantee, all that tract or parcel of land lying and being in Land Lot \_\_\_\_\_, \_\_\_\_\_ District, Fulton County, Georgia, as more particularly described on Exhibit "A" attached hereto and, by reference thereto, specifically incorporated herein:

FORM OF  
ENDORSEMENT

TO HAVE AND TO HOLD said tract parcel of land in order that neither the Grantor nor any person or entity claiming under Grantor shall at any time by any means or ways, have, claim or demand any right or title to said land or any of the rights, members and appurtenances thereof.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
THOMAS A. SEAMAN, as receiver for  
GEORGIA MEDICAL PROVIDER  
FINANCIAL CORPORATION, a Georgia  
corporation

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

(NOTARIAL SEAL)

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

(NOTARIAL SEAL)

ACKNOWLEDGMENT

State of California )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

EXHIBIT "A" TO DEED

**"East of Fairburn Road"**

All that tract or parcel of land lying and being in Land Lot 11, 14FF District, Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a 1 inch crimp top pipe found at the common corner of Land Lots 11, 12, 26 and 27 of the said District and County; thence, leaving said point and running with the North Line of said Land Lot 11, North 88° 54' 29" East, 1590.17 feet to a ½ inch rebar found at the intersection with the Westerly Right of Way Line of Fairburn Road (variable width); thence, continuing with the said line of Land Lot 11, South 89° 59' 19" East, 40.27 feet to a point on the Easterly Right of Way Line of said Fairburn Road and the True Point of Beginning of the below described tract or parcel; thence, leaving the said Point of Beginning and continuing with the said line of Land Lot 11

1. North 89° 03' 54" East, 262.60 feet along the property now or formerly owned by Richard Perkins to a ½ inch rebar set at the intersection with the Westerly Right of Way Line of the Coastal Railroad (100 feet wide); thence, running with the said line of the Coastal Railroad
2. 96.06 feet along the arc of a curve deflecting to the left, having a radius of 1,900.00 feet and a chord bearing and distance of South 05° 55' 48" West, 96.05 feet to a point; thence,
3. South 04° 28' 54" West, 5.16 feet to a point; thence,
4. 197.20 feet along the arc of a curve deflecting to the left, having a radius of 1,937.96 feet and a chord bearing and distance of South 01° 34' 00" West, 197.12 feet to an angle iron found; thence, leaving the aforesaid line of the Coastal Railroad and running with the property now or formerly owned by Leon S. Nash
5. South 88° 37' 35" West, 268.03 feet to a ½ inch rebar set on the aforesaid Easterly Right of Way Line of Fairburn Road; thence, running with the said line of Fairburn Road
6. North 04° 01' 35" East, 300.60 feet to the Point of Beginning, containing 78,037 square feet or 1.7915 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

**"Daniel Road Property"**

All that tract or parcel of land lying and being in Land Lot 5, 14<sup>th</sup> District, Fulton County, Georgia and being more particularly described as follows:

Beginning for the same at a 5/8 inch rebar found at the intersection of the Westerly Right of Way Line of Fairburn Road (variable width) and the Northwesterly Right of Way Line of Arlington School Road (variable width); thence, leaving said Point of Beginning and running with the property now or formerly owned by Fulton County

1. North 29° 14' 58" West, 320.67 feet to a point; thence,
2. North 42° 55' 14" West, 63.37 feet to a 5/8 inch rebar found; thence,
3. North 74° 54' 21" West, 39.40 feet to a ½ inch rebar found; thence,
4. North 62° 54' 07" West, 41.23 feet to a ½ inch rebar found; thence,
5. North 30° 06' 17" West, 269.54 feet to a point; thence, running with the property now or formerly owned by Kenview Corporation
6. North 85° 15' 25" East, 218.72 feet to a point; thence, running with property now or formerly owned by Fulton County
7. South 48° 08' 22" East, 54.68 feet to a point; thence,
8. South 44° 52' 08" East, 59.63 feet to a point; thence,
9. South 43° 41' 23" East, 56.31 feet to a point; thence,
10. South 40° 51' 47" East, 55.72 feet to a point; thence,
11. South 38° 32' 35" East, 55.73 feet to a point; thence,
12. South 32° 26' 26" East, 50.63 feet to a point; thence,
13. South 09° 49' 57" East, 7.82 feet to a point on the aforesaid line of Fairburn Road; thence, running with the said line of Fairburn Road
14. South 00° 44' 24" West, 43.34 feet to a concrete monument found (disturbed); thence,
15. South 04° 05' 21" East, 20.32 feet to a concrete monument found (disturbed); thence,
16. South 01° 40' 38" West, 58.64 feet to a concrete monument found (disturbed); thence,
17. South 01° 53' 33" West, 51.39 feet to a concrete monument found (disturbed); thence,
18. South 04° 46' 53" East, 57.45 feet to a concrete monument found; thence,

19. South 15° 19' 56" West, 97.48 feet to a point; thence,

20. South 13° 04' 43" West, 26.73 feet to the Point of Beginning, containing 113,613 square feet or 2.6082 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

**EXHIBIT K**

**RECEIPT**

E.D.S. Financial Services, Inc. ("**Purchaser**") acknowledges receipt, in conformance with the requirements of the Asset Purchase and Sale Agreement, dated as of October, 2015, between Thomas A. Seaman, Receiver ("**Seller**") and Purchaser (the "**Agreement**"), of the Loan Documents (as defined in the Agreement; capitalized terms not defined in this receipt have the meanings given them in the Agreement) that is described in **Schedule A** attached to this receipt.

Dated as of the \_\_\_\_ day of \_\_\_\_\_, 2010.

[ \_\_\_\_\_ ],  
a [ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name:  
Title:



**SCHEDULE A**

**Loan Documents**

- (a) a copy of the Notes and all endorsements;
- (b) all of the other Loan Documents;
- (c) the original or a certified copy of all original assumption, modification and substitution agreements in those instances, if any, where the Notes or any other Loan Documents have been assumed or modified;
- (d) the original, or a copy certified by the issuing title company, of an original lender's title insurance policy for the Loans; and
- (e) the original or a certified copy of any UCC Financing Statements.

**EXHIBIT B**

1 DAVID R. ZARO (BAR NO. 124334)  
MICHAEL R. FARRELL (BAR NO. 173831)  
2 ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP  
3 515 South Figueroa Street, Ninth Floor  
Los Angeles, California 90071-3309  
4 Phone: (213) 622-5555  
Fax: (213) 620-8816  
5 E-Mail: dzaro@allenmatkins.com  
mfarrell@allenmatkins.com

6 Attorneys for Receiver  
7 THOMAS A. SEAMAN

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 SOUTHERN DIVISION

11 SECURITIES AND EXCHANGE  
COMMISSION,

12 Plaintiff,

13 v.

14 MEDICAL CAPITAL HOLDINGS,  
INC.; MEDICAL CAPITAL  
15 CORPORATION; MEDICAL  
PROVIDER FUNDING  
16 CORPORATION VI; SIDNEY M.  
FIELD; and JOSEPH J.  
17 LAMPARIELLO,

18 Defendants.

Case No. 8:09-cv-0818-DOC (RNBx)

[PROPOSED] ORDER AUTHORIZING  
SALE OF REMAINING  
RECEIVERSHIP ASSETS

Date: October 19, 2015  
Time: 8:30 a.m.  
Ctrm: 9(D)  
Judge: Hon. David O. Carter

19  
20 In connection with the Receiver's Motion For Order Approving Sales  
21 Procedures For Remaining Receivership Assets; Authorizing Retention of  
22 GlassRatner To Market The Assets filed on June 10, 2015 (the "Motion"), the  
23 Receiver's Report Re: Asset Sale Motion filed on October 9, 2015 (the "Receiver's  
24 Report"), and pursuant to this Court's Order approving the Motion entered on July  
25 13, 2015, the Receiver's request for authorization to sell remaining assets out of the  
26 receivership came on for hearing on October 26, 2015, the Honorable David O.  
27 Carter presiding. After consideration of the Motion, the Receiver's Report, and all  
28 other documents and other evidence filed in support thereof, oppositions, responses

1 and comments filed in response thereto, the entire record in this case, and after due  
2 deliberation and good cause appearing therefor:

3 **IT IS HEREBY FOUND AND DETERMINED THAT:<sup>1</sup>**

4 A. Proper, timely, adequate, and sufficient notice of the Motion and the  
5 Receiver's Report, and of the proposed relief described therein, was given by the  
6 Receiver and such notice was reasonable and appropriate under the circumstances  
7 and comports in all regards with the requirements of due process and no further  
8 notice is appropriate or necessary.

9 B. The Receiver has taken commercially reasonable steps to communicate  
10 to the applicable market that the assets (the "Assets"), as more fully described in the  
11 Receiver's Report and defined in the Asset Purchase and Sale Agreement between  
12 the Receiver and E.D.S. Financial Services, Inc. ("Purchaser") entered into in  
13 connection with the contemplated sale (the "Agreement"), a copy of which is  
14 attached hereto as Exhibit 1, were available for sale, and to facilitate and encourage  
15 commercially reasonable expressions of interest in the Assets. As a consequence,  
16 the Receiver adequately marketed the Assets for sale.

17 C. Adequate notice and a reasonable opportunity to object or be heard  
18 regarding the relief requested in the Motion and the Receiver's Report has been  
19 afforded to all interested persons and entities, including all holders of Liens (as  
20 defined below) with respect to the Assets.

21 D. The Receiver having determined that the bid submitted by Purchaser  
22 for \$225,000.00, with a deposit of \$25,000.00 and break-up fee of \$7,500.00 on  
23 terms and conditions set forth in the Agreement as amended and/or supplemented  
24 was the highest and best offer submitted for the Assets.

25 E. The Receiver has all requisite power and authority necessary to enter  
26 into the Agreement and all other documents contemplated thereby, and the  
27

28 <sup>1</sup> When appropriate herein, findings of fact shall be construed as conclusions of  
law, and conclusions of law shall be construed as findings of fact.

1 transactions provided for therein have been duly and validly authorized by all  
2 necessary action(s) of the Receiver. No consents or approvals other than those  
3 expressly provided for in the Agreement are required for the Receiver to  
4 consummate such transactions.

5 F. The execution and delivery of the Agreement by Purchaser and by the  
6 Receiver, and the consummation of the transactions contemplated thereby, including  
7 the provisions thereof with respect to the conveyance and assignment of the Assets  
8 free and clear of Liens (as defined below), reflects the exercise of sound business  
9 judgment by the Receiver, is a proper exercises of his fiduciary duties, is fair and  
10 reasonable, and is in the best interests of the Receiver, the receivership estate, and  
11 its creditors. The total consideration to be realized by the Receiver under the  
12 Agreement represents fair consideration and reasonably equivalent value in the  
13 context of any state or federal law governing the rights of creditors. As a result,  
14 there exists good and sufficient business justification to consummate the  
15 transactions contemplated by the Agreement.

16 G. The transactions contemplated under the Agreement are exempt from  
17 the purview of all laws protecting the rights of creditors, including, without  
18 limitation, fraudulent transfer, fraudulent conveyance, preference, and bulk sale  
19 laws. The conveyance and assignment of the Assets pursuant to the Agreement will  
20 be legal, valid, and effective transfers, and will vest Purchaser with all right, title  
21 and interest of the Receiver in and to the Assets free and clear of all mortgages,  
22 deeds of trust, security interests, conditional sale or other title retention agreements,  
23 pledges, liens, mechanics', materialmens' and other consensual and non-consensual  
24 liens and statutory liens, claims, reclamation claims, covenants, restrictions,  
25 hypothecations, charges, indentures, loan agreements, instruments, contracts, leases,  
26 licenses, options, rights of first refusal, offsets, recoupment, rights of recovery,  
27 orders and decrees of any court or foreign or domestic governmental entity, claims  
28 for reimbursement, contribution, indemnity or exoneration, assignment, preferences,

1 debts, charges, suits, rights of recovery, interests, alter-ego, environmental,  
2 successor liability, judgments, demands, encumbrances, constructive or resulting  
3 trusts, or other claims, interests, encumbrances or charges of any kind or nature, if  
4 any, including but not limited to any restriction on the use, transfer, receipt of  
5 income, or other exercise of any attributes of ownership (collectively, "Liens").

6 H. All holders of any Liens shall be forever barred from asserting their  
7 Liens against Purchaser or its nominees, designees, successors or assigns, or against  
8 the Assets. Specifically the Bank of New York Mellon and Wells Fargo Bank,  
9 N.A., as trustees of certain of the Assets ("Trustees") have agreed to the release of  
10 any Liens they, or the trusts for which they act as trustee, may have with respect to  
11 the Assets.

12 I. The Agreement was negotiated, proposed, and entered into by the  
13 parties without collusion, in good faith, and from arm's-length bargaining positions.  
14 Purchaser is not an insider, relative or affiliate of the Receiver. As a result, upon  
15 consummation of the transactions contemplated by the Agreement, Purchaser will  
16 be deemed a purchaser in "good faith" and is entitled to the protections afforded  
17 thereby. Neither the Receiver nor Purchaser has engaged in any conduct that would  
18 cause or permit the Agreement, or the transfers contemplated thereby, to be avoided  
19 or set aside under any state or federal law.

20 J. Absent a stay pending appeal of this Order, the reversal or modification  
21 on appeal of this Order (or any other challenge to this Order including any motions  
22 for reconsideration) shall not affect the validity or enforceability of actions taken in  
23 reliance on this Order, including the contemplated transactions.

24 K. All objections, if any, to the Motion or the Receiver's Report have been  
25 withdrawn, resolved or overruled with prejudice.

26  
27  
28

1           **NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

2           1.       The Receiver's request for authorization to sell the Assets out of  
3 receivership, as more fully described in the Motion and the Receiver's Report is  
4 GRANTED.

5           2.       Subject to release of the same by Trustees, the Receivership Entities  
6 hold title to the Assets, as specifically defined in the Agreement, including the  
7 Lavipharm Loan, the TPG Loan, the TPG Corporate Interest, the Atlanta Property,  
8 the NMPI Stock, the Kroop Note and the Judgments, together with their related  
9 rights. The Trustees are hereby directed to release any interest they hold in the  
10 Assets and transfer the same to the Receiver.

11          3.       The terms and conditions of, and the transactions contemplated by, the  
12 Agreement are hereby authorized and approved in all respects; and the Receiver is  
13 fully authorized and empowered and directed to (a) execute, deliver, perform under,  
14 consummate, and implement the Agreement, (b) execute all additional instruments  
15 and documents that may be reasonably necessary or desirable to implement the  
16 Agreement and the transactions contemplated thereby, (c) take all further actions as  
17 may be necessary or appropriate for the purpose of assigning, transferring, granting  
18 or conveying Assets as contemplated by the Agreement, and (d) take such other and  
19 further steps as are contemplated thereby to fulfill his obligations thereunder or as  
20 may be necessary to effectuate the terms of this Order.

21          4.       The Assets shall be sold, transferred, and assigned to Purchaser free  
22 and clear of all Liens, with such Liens to attach to the sale proceeds with the same  
23 validity, amount and priority as they had with respect to the Loans.

24          5.       Each and every federal, state and local governmental agency or  
25 department is hereby directed to accept any and all documents and instruments  
26 necessary and appropriate to consummate the transactions contemplated by the  
27 Agreement. A certified copy of this Order shall be accepted by any federal, state or  
28

1 local recording or filing authority as evidence of the discharge of all Liens against  
2 the Assets.

3         6. All persons or entities, including any governmental unit, holding any  
4 Lien(s) against the Assets, or asserting any claims against the Receiver are forever  
5 barred and estopped from asserting any such Liens or claims against Purchaser and  
6 its respective successors and assigns.

7         7. Subject to the provisions of this Order, holders of Liens are directed to  
8 execute such documents and take all other actions as may be reasonably necessary  
9 to terminate and expunge such Liens against the Assets as such Liens may have  
10 been recorded or may otherwise exist. To the extent that any holder of Liens refuses  
11 to execute such documents as may be necessary to terminate and expunge any Liens  
12 against the Assets, the Receiver and Purchaser are authorized to take such actions  
13 unilaterally, including without limitation, filing UCC-3 Termination Statements to  
14 release any Lien.

15         8. The consideration provided by Purchaser for the Assets constitutes  
16 reasonably equivalent value and fair consideration under the laws of the United  
17 States, any state, territory or the District of Columbia.

18         9. The failure, specifically, to include any particular provisions of the  
19 Agreement in this Order shall not diminish or impair the efficacy of such provisions,  
20 it being the intent of the Court that the Agreement be approved in its entirety and  
21 further that each of the terms and conditions of the Agreement are hereby  
22 incorporated in their entirety as if fully set forth herein.

23         10. The Agreement and any related agreements, documents, or other  
24 instruments may be modified, amended, or supplemented by the parties thereto in  
25 accordance with the terms thereof without further order of the Court, provided that  
26 any such modification, amendment, or supplement is not material. The Agreement  
27 and all transactions contemplated thereby, shall be binding upon any successors in  
28 interest.



1 11. GlassRatner's fees and commissions are approved and the Receiver is  
2 authorized to pay GlassRatner a consulting fee of \$40,000 and total commission of  
3 \$40,000.00 to GlassRatner from the sale proceeds.

4 12. This Court hereafter shall and does retain exclusive jurisdiction: (a) to  
5 interpret, construe, enforce and implement the terms and provisions of the  
6 Agreement and this Order, all amendments thereto, any waivers and consents  
7 thereunder, any agreements executed in connection therewith, and any and all  
8 disputes that may arise under the Agreement or this Order; (b) to hear and determine  
9 any and all disputes between the Receiver and/or Purchaser, as the case may be, and  
10 any third parties relating to the Agreement; (c) compel delivery and payment of the  
11 consideration provided for under the Agreement; (d) resolve any disputes,  
12 controversies or claims arising out of or relating to the Agreement; and (e) interpret,  
13 implement, and enforce the provisions of this Order; provided, however, that in the  
14 event that this Court abstains from exercising or declines to exercise jurisdiction  
15 with respect to any matter provided for in this clause, or is without jurisdiction, such  
16 abstention, refusal or lack of jurisdiction shall have no effect upon and shall not  
17 control, prohibit or limit the exercise of jurisdiction of any other court having  
18 competent jurisdiction with respect to any such matter.

19 13. Notwithstanding anything contained in Federal Rule of Civil Procedure  
20 62, Local Rule of Civil Procedure 66-8, or any other statute, regulation, or rule to  
21 the contrary, this Order shall be effective immediately and not subject to any stay of  
22 its effectiveness. The Receiver and Purchaser are authorized to consummate the  
23 transactions contemplated in the Agreement (and rely upon the effectiveness of this  
24 Order) immediately.

25  
26 Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
27 Hon. David O. Carter  
Judge, United States District Court

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