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8 THOMAS A. SEAMAN

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

13 SECURITIES AND EXCHANGE
COMMISSION,

14 Plaintiff,

15 v.

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

20 Defendants.
21

Case No. SA-CV09-0818-DOC (RNBx)

**EX PARTE APPLICATION FOR
ORDER APPROVING AMENDMENT
TO PURCHASE AND SALE
AGREEMENT BETWEEN
RECEIVER AND ARBERG
PROPERTIES, LLC**

Ctrm: 9D
Judge: Hon. David O. Carter

1 On December 28, 2012, the Court approved a Purchase and Sale Agreement
2 (“Agreement”) between the Receiver and Arberg Properties, LLC, as the assignee of
3 1611 Ridge Avenue, LLC (“Buyer”), under which the Receiver agreed to sell the
4 property located 501 Fairburn Road SW, Atlanta, Georgia (known as the Southwest
5 Atlanta Medical Center) to Buyer for \$5,000,000. The deadline to close the sale
6 under the Agreement was 63 days following entry of the order approving the sale.
7 This amount of time was used because the title company advised that it would not
8 issue the title policy until the 60-day appeal period on the sale order had expired.

9 Buyer’s initial deposit was \$262,500. As required under the Agreement,
10 Buyer made an additional deposit of \$300,000 within 3 days of entry of the sale
11 order. Accordingly, Buyer has made a total deposit of \$562,500. Now that the
12 Court has approved the sale, the entire deposit is non-refundable.

13 Buyer recently contacted the Receiver and requested a 45-day extension of its
14 deadline to close. Buyer explained that it has taken longer than it expected to obtain
15 necessary financing, but it is confident that the financing will be obtained within the
16 additional 45 days. Buyer agreed to pay a \$10,000 fee to the receivership estate to
17 cover the costs of obtaining an order approving the extension. Buyer also agreed to
18 put down another \$90,000 non-refundable deposit within two days of entry of the
19 order approving the extension. The parties drafted an Amendment to Purchase and
20 Sale Agreement (“Amendment”), a copy of which is attached as Exhibit A to the
21 Declaration of Thomas Seaman filed herewith. Seaman Decl. ¶ 2.

22 In light of the additional \$90,000 non-refundable deposit Buyer is prepared to
23 put down and the difficulties the Receiver has experienced in his attempts to sell this
24 property over the last several years, the Receiver believes that approval of the
25 relatively short extension is in the best interests of the receivership estate. The
26 Receiver, therefore, requests entry of an order approving the Amendment. Seaman
27 Decl. ¶ 3.

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1 Prior to filing, the Receiver's counsel circulated this Application to counsel
2 for the Securities and Exchange Commission ("Commission") and counsel for
3 Defendants Sidney Field and Joseph Lampariello. Counsel for the Commission
4 advised that the Commission does not oppose the Application. Counsel for Messrs.
5 Field and Lampariello had not responded as of the time of filing.

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Dated: February 13, 2013

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

By: /s/ Ted Fates

TED FATES
Attorneys for Receiver
THOMAS A. SEAMAN