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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

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

Defendants.

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

**[PROPOSED] ORDER APPROVING
(A) SALE OF SOUTHWEST
ATLANTA MEDICAL CENTER
PROPERTY FREE AND CLEAR OF
LIENS,
(B) REAL ESTATE BROKER'S
COMMISSION, AND
(C) FEES AND COSTS OF
RECEIVER'S GEORGIA COUNSEL**

Date: June 7, 2009
Time: 8:30 a.m.
Ctrm: 9D
Judge: Hon. David O. Carter

The Court having considered the motion of Thomas A. Seaman ("Receiver"), Court-appointed permanent receiver for Medical Capital Holdings, Inc., Medical Capital Corporation, Medical Provider Funding Corporation VI, and their subsidiaries and affiliates, including Georgia Medical Provider Financial Corporation (the "Receivership Entities"), for an Order Approving (a) Sale of Southwest Atlanta Medical Center Property Free and Clear of Liens, (b) Real Estate

1 Broker's Commission, and (c) Fees and Costs of Receiver's Georgia Counsel
2 ("Motion"), and all papers in support of and opposition to the Motion, and after the
3 hearing held on June 21, 2010, and good cause appearing therefor, hereby orders as
4 follows:

- 5 1. The Motion is granted;
- 6 2. The Receiver is immediately authorized and empowered to effectuate
7 the terms and provisions of the Motion, the Agreement and this Order;
- 8 3. The Purchase and Sale Agreement between the Receiver and Southwest
9 Atlanta Healthcare System, LLC attached to the Declaration of Thomas Seaman in
10 Support of the Motion ("Agreement") is approved;
- 11 4. The purchase price of \$9,500,000 is approved;
- 12 5. The Property shall be transferred to Southwest Atlanta Healthcare
13 System, LLC (or its assignee of the right to purchase the Property, pursuant to the
14 Agreement) free and clear of liens, claims and encumbrances of every type and
15 nature, and the enforcement of any such liens, claims or encumbrances against the
16 Property or Southwest Atlanta Healthcare System, LLC (or its assignee of the right
17 to purchase the Property) is forever barred;
- 18 6. All liens, claims and encumbrances of every type and nature on the
19 Property shall attach to the sale proceeds in the same validity and priority that they
20 had with respect to the Property, subject to objection by the Receiver;
- 21 7. The Receiver shall not pay any liens or claims to the sale proceeds
22 without further order of the Court after notice and an opportunity for all lien holders
23 to be heard; and
- 24 8. The Receiver is authorized to pay from the sale proceeds a commission
25 equal to four (4%) percent of the final purchase price to real estate broker, Grubb &
26 Ellis Co.

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1 9. The fees of \$13,095.50 and costs of \$2,909.59 incurred by Nelson
2 Mullins Riley & Scarborough LLP ("Nelson Mullins") are approved. The Receiver
3 is authorized to pay these amounts to Nelson Mullins from the receivership estate.

4
5 **IT IS SO ORDERED.**

6
7 DATED: _____

8 JUDGE, UNITED STATES DISTRICT COURT

9
10 Submitted by:

11 ALLEN MATKINS LECK GAMBLE
12 MALLORY & NATSIS LLP

13 By: /s/ Ted Fates

14 Ted Fates
15 Attorneys for Thomas A. Seaman,
Receiver