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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. SA CV09-0818 DOC (RNBx)

[REDACTED] ORDER APPROVING
(1) SALE OF ASSETS OF NATIONAL
HEALTH BENEFITS CORPORATION
AND (2) PAYMENT OF BROKER'S
COMMISSION

Date: September 10, 2012

Time: 8:30 a.m.

Ctrm: 9D

Judge: Hon. David O. Carter

1 The Court having considered ~~the~~ ^{#18819} motion of Thomas A. Seaman ("Receiver"),
2 Court-appointed permanent receiver for Medical Capital Holdings, Inc., Medical
3 Capital Corporation, Medical Provider Funding Corporation VI, and their
4 subsidiaries and affiliates, for an order approving (1) sale of assets of National
5 Health Benefits Corporation and (2) payment of broker's commission ("Motion"),
6 and good cause appearing therefor, hereby orders as follows:

7 1. The Motion is granted.

8 2. The Asset Purchase Agreement attached to the Declaration of Thomas
9 Seaman in Support of the Motion is approved.

10 3. ~~The Receiver is authorized to pay The Independence Group, Inc. a~~
11 ~~broker's commission as provided in the Motion.~~

12 4. The Receiver is immediately authorized and empowered to effectuate
13 the terms and provisions of the Motion, the Asset Purchase Agreement, and this
14 Order.

15
16 IT IS SO ORDERED.

17
18 Dated: September 10, 2012

David O. Carter
Hon. David O. Carter
Judge, United States Bankruptcy Court

was amended by the Second Amendment to Asset Purchase Agreement attached hereto

as amended

SECOND
SECOND AMENDMENT TO
ASSET PURCHASE AGREEMENT

This Second Amendment to the Agreement (as defined below) is made and entered into as of September 7, 2012 with reference to the following facts:

A. Premier Healthcare Exchange, Inc., a Delaware corporation (together with its permitted successors and assigns, "Purchaser"), and National Health Benefits Corporation, a Nevada corporation (together with its permitted successors and assigns, "Seller"), entered into that certain Asset Purchase (the "Agreement") as of July 25, 2012.

B. The parties subsequently amended the Agreement by entering into that certain First Amendment on August 23, 2012.

C. The parties execute this Amendment to modify the Agreement as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Unless otherwise defined herein, all terms used in this Amendment shall have the same meaning as in the Agreement.

2. Amendment to Article I. The definitions of "Assigned Contracts Shortfall," "Delivery Date," "Post-Closing Assigned Contracts List," "Pre-Closing Assigned Contracts List" and "Revenue Threshold" in Article I shall be removed in their entirety.

3. Amendment to Section 2.3(a). Section 2.3(a) is amended such that all references to "Three Million Two Hundred Thousand Dollars (\$3,200,000)" shall be replaced with "Seven Million Fifty Thousand Dollars (\$ 7,050,000.00)." TAS

4. Amendment to Section 2.3(b). Section 2.3(b) is hereby amended and restated, in its entirety, as follows:

"Manner of Payment. At Closing, Purchaser shall pay Seller an amount equal to (i) Seven Million Fifty Thousand Dollars (\$ 7,050,000) minus (ii) the Escrowed Amount (as set forth in Section 2.3(c)) and the amount of any Indebtedness, which Indebtedness shall be set forth on Schedule 2.3(b) of the Disclosure Letter attached hereto (the sum of the foregoing the "Cash Payment"), which Cash Payment shall be made at Closing in immediately available funds." TAS

5. Amendment to Section 2.3(d): Section 2.3(d) is hereby amended and restated, in its entirety, as follows:

"Assigned Contracts. On the business day immediately preceding the Closing Date, Seller shall prepare and deliver to Purchaser a list of all of the Assigned Contracts dated as of the Closing Date. Seller and Purchaser shall cooperate in good faith using

commercially reasonable efforts after the Closing to obtain consents to any of the Contracts for which consents to their assignment is required to the extent such consents were not obtained prior to the Closing.

6. Amendment to Section 2.3(e). Section 2.3(e) shall be deleted in its entirety.

7. Amendment to Section 7.10. Section 7.10 is hereby amended and restated, in its entirety, as follows:

"[RESERVED]"

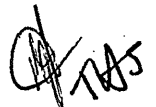
8. Amendment to Section 7.12. Section 7.12 is hereby amended and restated, in its entirety, as follows:

"Disclosure of Customer Names. Upon the confirmation of satisfaction or the waiver in writing of all of its conditions to Closing, other than the conditions contained herein in this Section 7.12, Seller shall provide to the Purchaser un-redacted copies of all customer and vendor contracts which had previously been provided to Purchaser with names and pricing redacted, along with copies of any consents obtained. The Closing shall occur within ten (10) business days thereafter on a date mutually agreeable to Seller and Purchaser, ~~unless Purchaser can demonstrate, in its reasonable good faith business judgment, that there exists in the information which had previously been redacted (i) a discrepancy with the disclosures, representations and warranties of the Seller that would negatively and materially impact the operation or valuation of the Business subsequent to the Closing, (ii) terms which are inconsistent with (A) the revenues or expenses disclosed to Purchaser, or (B) the projections dated January 20, 2012 provided to Purchaser (taking into account any subsequent actual monthly results disclosed to the Purchaser for periods after January 1, 2012), and (in the case of either (A) or (B)) any such inconsistencies would in the aggregate negatively and materially impact the operation or valuation of the Business subsequent to the Closing, or (iii) the identification of a Material Customer, through the disclosures of the previously redacted names, that is for any reason outside the control of Purchaser not a continuing client or vendor of the business, and the loss of which could negatively and materially impact the operation or valuation of the Business subsequent to the Closing.~~"


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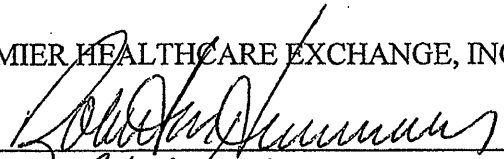
10. Ratification of Agreement, as Amended. Subject to the amendments herein, the Agreement remains in full force and effect.

9. Escrow-Amendment to Section 2.3(c). Section 2.3(c) is amended to read that the Escrowed Amount shall be Five Thousand Dollars (\$5,000.⁰⁰) and all references to Three Hundred Twenty Thousand Dollars (\$320,000.⁰⁰) as the Escrowed Amount shall be deemed to be Five Thousand Dollars (\$5,000.⁰⁰).


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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

PREMIER HEALTHCARE EXCHANGE, INC.

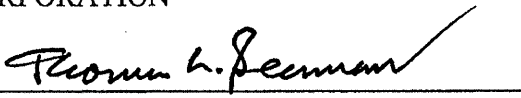
By: 

Name: ROBERT M. HENNER

Title: CFO

SELLER:

NATIONAL HEALTH BENEFITS
CORPORATION

By: 

Name: Thomas A. Seaman, as permanent receiver for National Health Benefits Corporation pursuant to the Preliminary Injunction and Order entered on August 18, 2009 in the matter styled Securities and Exchange Commission v. Medical Capital Holdings, Inc., Case No. SA CV09-0818 DOC (RNBx)