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

12 SECURITIES AND EXCHANGE
COMMISSION,

13 Plaintiff,

14 v.

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

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

**EX PARTE APPLICATION FOR
APPROVAL OF AMENDMENT TO
SETTLEMENT AGREEMENT
BETWEEN RECEIVER AND
CROWN PLAZA
DEVELOPMENT, LLC**

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

1 Thomas A. Seaman ("Receiver"), the Court-appointed permanent receiver for
2 Medical Capital Holdings, Medical Capital Corporation, Medical Provider Funding
3 Corporation VI, and their subsidiaries and affiliates, including Medical Provider
4 Financial Corporation II (collectively, the "Receivership Entities") seeks approval of
5 an amendment to the Settlement Agreement between the Receiver and Crown Plaza
6 Development, LLC ("Crown Plaza"), which was approved by the Court on
7 January 28, 2013 ("Settlement Agreement").

8 Section 6 of the Settlement Agreement sets deadlines for the entry of approval
9 orders by this Court and the Bankruptcy Court supervising the Crown Plaza
10 bankruptcy and for such orders to be final. The Settlement Agreement was executed
11 in early November 2012. The deadline for entry of the approval orders was set as
12 January 1, 2013. The deadline for the approval orders to become final was set as
13 March 5, 2013. This amount of time was given for the orders to become final
14 because the appeal period in this case is 60 days. *See* 28 U.S.C. § 2107 (appeal
15 period in cases in which a United States agency is a party is 60 days). If these
16 deadlines were not met, the Settlement Agreement would have no force or effect.

17 It took longer than the Receiver and Crown Plaza anticipated to obtain the
18 approval orders. This Court approved the Settlement Agreement on January 28,
19 2013. The Bankruptcy Court approved the Settlement Agreement on February 8,
20 2013. Nevertheless, the approval orders have been entered, and the sales of the
21 three Crown Plaza properties pursuant to the Settlement Agreement have also been
22 approved by the Bankruptcy Court.

23 Accordingly, the Receiver requests approval of the Amendment to Settlement
24 Agreement attached hereto as Exhibit A ("Amendment"). The Amendment extends
25 the deadline for entry of approval orders to February 8, 2013, and the deadline for
26 orders to become final to April 5, 2013. The Settlement Agreement remains the
27 same in all other respects.

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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 has no opposition to the Application. Counsel for
5 Messrs. Field and Lampariello had not responded as of the timing 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

EXHIBIT A

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement ("Amendment") is entered into as of February 13, 2013, by and between Crown Plaza Development, LLC, debtor and debtor in possession ("Crown Plaza"), for itself and on behalf of the Estate (defined below), on the one hand, and Thomas A. Seaman ("Receiver"), in his capacity as receiver for Medical Capital Corporation, a Nevada Corporation ("MCC"), on the other hand. Crown Plaza and the Receiver are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. On February 20, 2008 ("Petition Date"), Crown Plaza filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code, in the United States Bankruptcy Court, Central District of California, Santa Ana Division ("Bankruptcy Court"), thus commencing a chapter 11 case ("Bankruptcy Case"), and creating a bankruptcy estate under 11 U.S.C. §541 ("Estate").

B. On July 16, 2009, the Securities and Exchange Commission filed a complaint for violations of federal securities laws against MCC, among others, styled, Securities and Exchange Commission v. Medical Capital Holdings, Inc., et al., Case No. SA CV 09-0818 DOC (RNBx) (the "Receivership Case"), in the United States District Court, Central District of California, Southern Division ("District Court"). On August 18, 2009, the District Court entered an order appointing Thomas A. Seaman ("Receiver") permanent receiver for MCC, among other entities, in the Receivership Case.

C. The Parties entered into a Settlement Agreement that was approved by the District Court by order entered January 28, 2013, and approved by the Bankruptcy Court by order entered February 8, 2013 ("Settlement Agreement").

C. Section 6. of the Settlement Agreement provides that, if by January 1, 2013, the Bankruptcy Court and the District Court, and each of them, had not entered an order approving the Settlement Agreement, or if such orders are not final by March 5, 2013, unless these deadlines are waived or modified in a writing signed by both Parties, the Parties shall be as they were before they signed the Settlement Agreement and the Settlement Agreement shall have no force or effect.

D. The Parties wish to amend Section 6. of the Settlement Agreement to extend the deadlines for entry of approval orders and for those orders to become final such that the Settlement Agreement, as approved by the District Court and Bankruptcy Court, is binding, effective and enforceable in all respects.

AGREEMENT

In consideration of the terms, conditions and covenants herein, and subject to approval by the District Court and Bankruptcy Court, the Parties hereto agree as follows:

1. Extension of Deadlines for Approval Orders. The January 1, 2013 deadline for entry of any and all orders described under Section 6. of the Settlement Agreement is extended to February 8, 2013. The March 5, 2013 deadline under Section 6. of the Settlement Agreement for such orders to become final is extended to April 5, 2013.

2. Court Approval. This Amendment is subject to approval by the District Court and the Bankruptcy Court and shall have no force or effect unless such approval is obtained. An order of the Bankruptcy Court authorizing Crown Plaza to execute the Amendment shall constitute Bankruptcy Court approval. An order of the District Court authorizing the Receiver to execute the Amendment shall constitute District Court approval.

3. Construction. This Amendment shall not be construed against the Party preparing it, but shall be construed as if the Parties jointly prepared it.

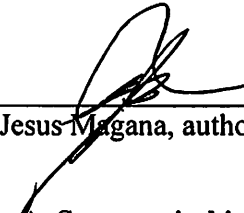
4. Counterparts and Facsimile and Electronic Signatures. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties at such time as all of the signatories hereto have signed a counterpart of this Amendment, subject to Court approval. All counterparts so executed shall constitute one Amendment binding on all the Parties, subject to Court approval, notwithstanding that all Parties are not signatories to the same counterpart. A facsimile, electronic, or .pdf signatures shall, for purposes of this Amendment, be deemed to constitute an original signature and be binding as original signatures.

5. Authority to Bind. Subject to the approval of this Amendment by the Bankruptcy Court and District Court, the Parties hereby represent and warrant to each other that they have the full and legal right, power and authority to enter into this Amendment.

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

IN WITNESS WHEREOF, the undersigned have set their hands, and the undersigned representatives of the Parties hereto hereby certify that they have full power to sign and bind their respective entities.

**Crown Plaza Development, LLC,
Debtor and Debtor in Possession, a California
limited liability company**

By:  _____
Jesus Magana, authorized member

**Thomas A. Seaman, in his capacity as Receiver
for Medical Capital Corporation, a Nevada
Corporation**

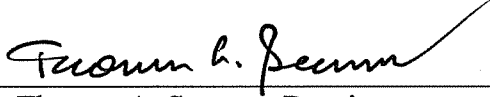
By: _____
Thomas A. Seaman, Receiver

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Debtor and Debtor in Possession, a California
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By: _____
Jesus Magana, authorized member

**Thomas A. Seaman, in his capacity as Receiver
for Medical Capital Corporation, a Nevada
Corporation**

By:  _____
Thomas A. Seaman, Receiver