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12 Attorneys for Receiver Thomas A. Seaman

13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA
 15 SOUTHERN DIVISION

16 SECURITIES AND EXCHANGE
 COMMISSION,

17 Plaintiff,

18 v.

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

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

DECLARATION OF THOMAS A.
 SEAMAN IN SUPPORT OF EX PARTE
 APPLICATION FOR ORDER
 AMENDING RECEIVER'S MOTION
 TO APPROVE SALE OF LOANS
 MADE TO INTEGRATED
 HEALTHCARE HOLDINGS, INC.

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

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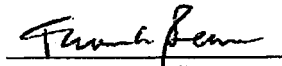
I, Thomas A. Seaman, declare as follows:

1. I am the Court-appointed permanent receiver for Medical Capital Holdings, Inc., Medical Capital Corporation, and Medical Provider Funding Corporation VI, and their subsidiaries and affiliates (collectively, the "Receivership Entities"). The following facts are within my knowledge and if called as a witness I would testify to them under oath.

2. Attached hereto as Exhibit A is a true and correct copy of the First Amendment to the Loan Purchase and Sale Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 23, 2010, at Irvine, California.



Thomas A. Seaman

EXHIBIT A

FIRST AMENDMENT TO LOAN PURCHASE AND SALE AGREEMENT

This **FIRST AMENDMENT TO LOAN PURCHASE AND SALE AGREEMENT** (this "**Amendment**") is made and entered into effective as of March 23, 2010, by and between Thomas A. Seaman, Receiver ("**Seller**"), appointed by the United States District Court for the Central District of California, Southern Division (the "**Court**") for Medical Provider Financial Corporation I, a Nevada corporation ("**MedCap I**"), Medical Provider Financial Corporation II, a Nevada corporation ("**MedCap II**"), Medical Provider Financial Corporation III, a Nevada corporation ("**MedCap III**"), Medical Provider Financial Corporation IV, a Nevada corporation ("**MedCap IV**") and Medical Provider Financial Corporation V, a Nevada corporation ("**MedCap V**" and together with MedCap I, MedCap II, MedCap III and MedCap IV collectively, "**MedCap**"), and KPC Resolution Company, LLC, a California limited liability company ("**Purchaser**").

RECITALS

A. Seller and Purchaser entered into that certain Loan Purchase and Sale Agreement, dated as of January 13, 2010, by and between Purchaser and Seller (the "**Agreement**"), pursuant to which Seller agreed to sell to Purchaser and Purchaser agreed to purchase from Seller on the terms and conditions set forth therein, the Loans (as described therein) together with all Claims for the payment of principal, interest on such principal, fees, costs, or penalties for the Loans for the period prior to the Closing.

B. Seller and Purchaser desire to amend the Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

AMENDMENT

1. Capitalized Terms. All capitalized terms not otherwise specifically defined in this Amendment shall have meanings ascribed to such terms in the Agreement.

2. Hearing Date. The first paragraph of Section 11.1 of the Agreement is hereby amended by deleting the reference therein to "between March 15, 2010 and March 22, 2010 (the "**Hearing Date**")" and replacing it with "between March 15, 2010 and March 22, 2010. The hearing date shall be as requested by the Receiver or as otherwise established by the Court (such requested hearing date as may be postponed by the Court, the "**Hearing Date**")".

3. Qualified Bidder. Section 11.1(e) of the Agreement is hereby amended by deleting the reference therein to "March 17, 2010" and replacing it with "the date that is three (3) Business Days prior to the Hearing Date". The parties acknowledge that the subsection numbering in Section 11.1 started incorrectly with subsection (b) rather than subsection (a). After giving effect to the amendment described in this paragraph, the parties hereto hereby acknowledge and agree that Section 11.1 shall be amended to start the numbering of the

subsections with clause (a) (i.e., the subsection entitled "Overbids and Bid Increments" shall now be Section 11.1(a), the subsection entitled "Due Diligence Information" shall now be Section 11.1(b), and so on).

4. Definitions. Exhibit B to the Agreement is hereby amended by deleting the definition of "Scheduled Closing Date" therein and replacing it with the following:

"Scheduled Closing Date' is defined as the earlier of (a) the date that is seven (7) Business Days after the entry order approving the sale of the Loans, and (b) such other date as Purchaser and Seller may mutually agree."

5. Counterparts; Interpretation. This Amendment may be signed in counterparts and may be delivered by facsimile, and each counterpart and facsimile will be considered an original, but all of which, when taken together, will constitute one instrument. This Amendment shall be interpreted to give each of the provisions their plain meaning. The Recitals are incorporated into the Amendment.

6. No Further Modification. The Agreement remains in full force, except as amended by this Amendment, and is hereby ratified and reaffirmed.

7. Conflicts. If any conflict between this Amendment and the Agreement should arise, the terms of this Amendment shall control.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the date written above.

PURCHASER:

KPC Resolution Company, LLC, a California
limited liability company

By 

Name: Kull P. Chaudhri, M.D.
Title: Manager

SELLER:

Thomas A. Seaman, as Receiver, appointed by the
United States District Court for the Central District
of California, Southern Division

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IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the date written above.

PURCHASER:

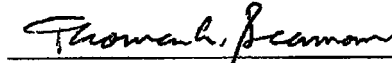
KPC Resolution Company, LLC, a California
limited liability company

By: _____

Name: Kali P. Chaudhuri, M.D.

Title: Manager

SELLER:



Thomas A. Seaman, as Receiver, appointed by the
United States District Court for the Central District
of California, Southern Division