

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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)

**ORDER GRANTING MOTION FOR  
APPROVAL OF (A) SALE OF  
HOME STRETCH YACHT FREE  
AND CLEAR OF LIENS, AND  
(B) YACHT BROKER'S  
COMMISSION**

Date: October 25, 2010  
Time: 8:30 a.m.  
Ctm: 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, and Medical Provider Funding Corporation VI, and their subsidiaries and affiliates, including Corporate Impressions, LLC, for Approval of (a) Sale of Home Stretch Yacht Free and Clear of Liens, and (b) Yacht Broker's Commission ("Motion"), and all papers in support of and opposition to the Motion, and good cause appearing therefor, hereby orders as follows:

1. The Motion is granted;

1           2.     The Receiver is immediately authorized and empowered to effectuate  
2 the terms and provisions of the Motion, the Agreement and this Order;

3           3.     The Purchase and Sale Agreement attached as Exhibit 2 to the  
4 Declaration of Thomas Seaman in Support of the Motion ("Agreement") is  
5 approved;

6           4.     The purchase price of \$1,800,000 is approved;

7           5.     The Home Stretch yacht (the "Yacht") shall be transferred to  
8                 (or his assignee of the right to purchase the Yacht, pursuant to the  
9 Agreement) free and clear of liens and claims of every type and nature, and the  
10 enforcement of any such liens and claims against the Yacht or                 (or  
11 his assignee of the right to purchase the Yacht) is forever barred;

12          6.     All liens and claims on the Yacht shall attach to the sale proceeds in the  
13 same validity and priority that they had with respect to the Yacht; and

14          7.     The Receiver is authorized to pay a commission equal to ten (10%)  
15 percent of the final purchase price to Ardell Yacht & Ship Brokers from the sale  
16 proceeds.

17                 **IT IS SO ORDERED.**

18  
19 DATED: October 22, 2010

*David O. Carter*  
\_\_\_\_\_  
JUDGE, UNITED STATES DISTRICT COURT

20  
21 Submitted by:

22 ALLEN MATKINS LECK GAMBLE  
23 MALLORY & NATSIS LLP

24 By: /s/ Ted Fates

25 Ted Fates  
26 Attorneys for Thomas A. Seaman,  
Receiver