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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. SACV09-0818-DOC (RNBx)

**[PROPOSED] ORDER GRANTING
RECEIVER'S MOTION FOR ORDER
(A) APPROVING SALE OF CASTLE
HILL PROPERTY FREE AND
CLEAR OF LIENS,
(B) AUTHORIZING THE RECEIVER
TO PAY CERTAIN LIENS AND
CLAIMS FROM THE SALE
PROCEEDS, AND (C) APPROVING
THE REAL ESTATE BROKER'S
COMMISSION**

Date: October 28, 2009
Time: 9:00 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 Castle Hill Investors, Inc. (the "Receivership Entities"), for an Order (a) Approving Sale of the Castle Hill Property Free and Clear of Liens, (b) Authorizing the Receiver to Pay Certain Liens and Claims from the Sale Proceeds, and (c) Approving the Real Estate Broker's Commission

1 ("Motion"), and all papers in support of and opposition to the Motion, and after the
2 hearing, and good cause appearing therefor, hereby orders as follows:

- 3 1. The Motion is granted;
- 4 2. The Receiver is immediately authorized and empowered to effectuate
5 the terms and provisions of the Motion, the Agreement and this Order;
- 6 3. The Amended and Restated Purchase and Sale Agreement between the
7 Receiver and WSL Castle Hill Retirement, LLC (the "Agreement") is approved;
- 8 4. The purchase price of \$14,400,000 is approved;
- 9 5. On the earlier of the date the sale closes or October 31, 2009

10 ("Termination Date"), the current lessee and operator of the real property located at
11 3575 North Moorpark Road, Thousand Oaks, California known as the Castle Hill
12 Retirement Village (the "Property"), Autumn Senior Living, Inc. ("Lessee") and all
13 of its employees, shall quit, surrender and deliver to the Receiver the Property with
14 the improvements thereon in good order and condition, ordinary wear and tear
15 excepted, and shall remove all Lessee's equipment (as defined in the Lease)
16 therefrom. Lessee shall also deliver all books and records relating to the
17 management and operation of the Property to Receiver no later than October 31,
18 2009.

19 6. The Receiver is authorized to take all necessary actions allowed by law
20 to ensure that Lessee, and all of its employees (including those residing on the
21 Property in connection with their employment), vacate the Property as of the
22 Termination Date;

23 7. The Property shall be transferred to WSL Castle Hill Retirement, LLC
24 free and clear of liens, possessory interests (other than the interests of the existing
25 residential tenants), claims and encumbrances of every type and nature, and the
26 enforcement of any such liens, possessory interests, claims or encumbrances against
27 the Property or WSL Castle Hill Retirement, LLC is forever barred;

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1 8. All liens, possessory interests (other than the interests of the existing
2 residential tenants), claims and encumbrances of every type and nature on the
3 Property shall attach to the sale proceeds in the same validity and priority that they
4 had with respect to the Property, subject to objection by the Receiver; and

5 9. The Receiver is authorized to pay a commission equal to 2.5% of the
6 final purchase price to real estate broker, Lee & Associates, Inc. from the sale
7 proceeds.

8
9 **IT IS SO ORDERED.**

David O. Carter

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11 DATED: October 29, 2009

JUDGE, UNITED STATES DISTRICT COURT

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14 Submitted by:

15 ALLEN MATKINS LECK GAMBLE
16 MALLORY & NATSIS LLP

17 By: /s/ Ted Fates

18 Ted Fates
19 Attorneys for Thomas A. Seaman,
Receiver

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