

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

**IN RE:**

**FOREST PARK MEDICAL CENTER  
AT FRISCO, LLC,**

**DEBTOR.**

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**CASE NO. 15-41684-BTR  
Complex Chapter 11**

**AGREED ORDER ON DEBTOR AND DEBTOR IN POSSESSION’S  
EMERGENCY MOTION TO ENFORCE AGREED ORDER**

**UPON CONSIDERATION OF** the Debtor and Debtor in Possession’s Emergency Motion to Enforce Executory Contract [Docket No. 353] (the “Motion”) and the Movant, Debtor and Debtor-In-Possession, Forest Park Medical Center at Frisco, LLC, (“Frisco”) and Respondent Blue Cross Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company (“Blue Cross”) herein agree to certain of the relief requested in the Motion as specifically stated herein and the Court finding that the agreement reached by Frisco and Blue Cross is in the best interest of the estate and is necessary to enable Frisco to continue its operations during this Chapter 11 case, and that notice of the Motion has been served, it is accordingly

**ORDERED** that the Motion is granted to the limited extent set forth herein and it is further

**ORDERED** that subject to the terms of this Order, Blue Cross will carve out of the contract between Blue Cross and FPMC Services, LLC (“FPMC”) which provides for Blue Cross health insurance coverage during the 2015 plan year for employees of the Frisco facility and other FPMC managed hospitals, that portion of the contract related to the employees of Frisco (the “Frisco Carve Out”) and it is further

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**ORDERED** that Blue Cross will permit an extension, the Frisco Carve Out, beyond the December 31, 2015 termination date of the FPMC contract for two months, from January 1, 2016 – February 28, 2016 provided that Frisco complies with the following terms and conditions ordered by the Court:

1. Frisco will pay all current unpaid outstanding post-petition premiums for its employees to Blue Cross on or before December 31, 2015 and will pay increased premiums for January 2016 and February 2016 on or before their respective due dates;
2. For the extended months of January 2016 and February 2016, Frisco will pay to Blue Cross premiums that exceed the 2015 rates by 22.7% each month;
3. Frisco will pay Blue Cross on or before January 31, 2016, all unpaid pre-petition premiums which Blue Cross believes to be \$224,442.64 as of the date of this Order so long as such payments do not exceed the statutory cap provided in 11 U.S.C. §507 and to the extent the remaining amount, if any, owed pre-petition exceeds such cap, the Debtor agrees to use its best efforts to pay the remaining pre-petition amount owed as a priority claim under another applicable section of the Bankruptcy Code;
4. Should Frisco fail to timely make any of the payments to Blue Cross ordered herein, Blue Cross will have the right to immediately seek relief from this Court.

and it is further

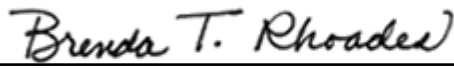
**ORDERED** that neither the agreement of the parties nor the terms of this Order shall affect the rights of Blue Cross under its 2015 contract with FPMC, including the right not to renew the 2015 contract with FPMC or the rights of Blue Cross with respect to any other health insurance it currently provides to other hospitals' employees through the 2015 contract with FPMC and it is further

**ORDERED** that Frisco waives and releases any claims it has asserted in this case against Blue Cross for violation of the automatic stay and this Order constitutes a denial of any

previously filed motion by Frisco against Blue Cross for enforcing or violating of the automatic stay and for enforcing an executory contract with Blue Cross and it is further

**ORDERED** that nothing herein constitutes an affirmation or rejection of the FPMC contract with Blue Cross and nothing herein obligates Blue Cross to extend the Frisco Carve Out beyond February 28, 2016 and nothing herein obligates Blue Cross to take or not take any action with regard to the FPMC contract or the Frisco Carve Out except as expressly stated herein.

Signed on 12/23/2015

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HONORABLE BRENDA T. RHOADES,  
UNITED STATES BANKRUPTCY JUDGE

**Agreed:**

**Lewis Brisbois, Bisgaard & Smith, LLP**

by: /s/ Vickie L. Driver  
William L. Medford, Esq.  
State Bar No. 00797060  
Vickie L. Driver, Esq.  
State Bar No. 24026886  
Christina W. Stephenson, Esq.  
State Bar No. 24049535  
2100 Ross Avenue, Suite 2000  
Dallas, Texas 75201  
214.722.7100 (Telephone)  
214.722.7111 (Facsimile)  
[william.medford@lewisbrisbois.com](mailto:william.medford@lewisbrisbois.com) (E-mail)  
[vickie.driver@lewisbrisbois.com](mailto:vickie.driver@lewisbrisbois.com) (E-mail)  
[christina.stephenson@lewisbrisbois.com](mailto:christina.stephenson@lewisbrisbois.com) (E-mail)  
***Counsel for Debtor and Debtor-in-Possession***

**Hiersche, Hayward, Drakeley & Urbach, P.C.**

by: /s/ Gerald P. Urbach  
Gerald P. Urbach, Esq.  
State Bar No. 20412000  
15303 Dallas Parkway, Suite 700  
Addison, Texas 75001  
972.701.7000 (Telephone)  
972.701.8765 (Facsimile)  
[gurbach@hhdulaw.com](mailto:gurbach@hhdulaw.com) (E-mail)  
*Counsel for Blue Cross Blue Shield*