

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

<b>IN RE:</b>  <b>FOREST PARK MEDICAL CENTER AT FRISCO, LLC,</b>  <b>DEBTOR.</b>	§ § § § § § § §	<b>CHAPTER 11</b>  <b>CASE NO. 15-41684 - BTR</b>  <b>Complex Case</b>
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**AGREED ORDER ON DEBTOR’S (1) EMERGENCY MOTION TO ENFORCE THE ATUOMATIC STAY AND REQUEST FOR DAMAGES FOR STAY VIOLATION [DKT. NO. 104], AND (2) EMERGENCY MOTION TO ENFORCE EXECUTORY CONTRACT [DKT. NO. 103]**

Upon consideration of the (1) *Emergency Motion to Enforce the Automatic Stay and Request for Damages for Stay Violation* [docket no. 104], and (2) *Debtor’s Emergency Motion to Enforce Executory Contract* [docket no. 103] (collectively, the “Motions”) filed by Debtor Forest Park Medical Center at Frisco, LLC, (“Debtor”) on October 9, 2015, seeking relief against Blue Cross Blue Shield of Texas (“BCBS”); and the Court finds that it has jurisdiction to grant the relief requested in the Motions pursuant to 28 U.S.C. §§ 1334(b) and 157; and the Court finds that due notice of the Motions have been provided and no other or further notice need be provided; and upon the agreement of the Debtor and BCBS, and good cause appearing therefor, it is hereby

**ORDERED** that BCBS shall cause the payment made by FPMC Services, LLC on behalf of the Debtor in October 2015, in the amount of \$153,000.00 to be applied against the premiums due for the Employees for the coverage month of September 2015; and it is further

**ORDERED** that BCBS shall, if not done as of the date of this Order, immediately lift the claims lock on claims submitted by the Debtor's Employees<sup>1</sup>; and it is further

**ORDERED** that the Debtor shall pay BCBS, upon entry of this Order, for the premiums due for the Employees for the coverage months of October and November 2015; and it is further

**ORDERED** that BCBS and the Debtor shall use their best business efforts to develop and maintain a separate billing account for the Debtor's Employees whereby BCBS agrees to provide coverage for the Debtor's Employees provided that the Debtor makes timely premium payments to cover such Employees; and it is further

**ORDERED** that BCBS shall not place a claims lock nor terminate coverage for the Employees for so long as the Debtor's portion of premiums remain current; provided, however, that any applicable BCBS policies for grace periods following nonpayment of premium shall still apply.

Signed on 11/10/2015

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HONORABLE BRENDA T. RHOADES,  
UNITED STATES BANKRUPTCY JUDGE

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<sup>1</sup> All capitalized terms not defined herein shall have the meanings ascribed to them in the Motions.

AGREED TO BY:

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