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

In re	Chapter 11
Forest Park Medical Center at Frisco, LLC,	Case No. 15-41684 (BTR)
Debtor.	

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' OBJECTION AND RESERVATION OF RIGHTS WITH RESPECT TO THE EMERGENCY MOTION OF THE DEBTOR SEEKING INTERIM AND FINAL ORDERS (1) AUTHORIZING THE DEBTOR TO OBTAIN POST-PETITION FINANCING, (2) GRANTING LIENS AND SUPER-PRIORITY ADMINISTRATIVE EXPENSE STATUS, (3) MODIFYING THE AUTOMATIC STAY, AND (4) SETTING AND

PRESCRIBING FORM AND MANNER OF NOTICE OF FINAL HEARING

TO THE HONORABLE BRENDA T. RHOADES,
CHIEF UNITED STATES BANKRUPTCY JUDGE:

The Official Committee of Unsecured Creditors (the "Committee") of Forest Park Medical Center at Frisco, LLC ("FPMC") (the "Debtor") appointed pursuant to section 1102 of title 11 of the United States Code §§ 101 *et seq.* (the "Bankruptcy Code") in the above-captioned Chapter 11 case (the "Chapter 11 Case"), by and through its proposed undersigned counsel, hereby submits this objection (the "Objection") to the *Emergency Motion of the Debtor Seeking Interim and Final Orders (1) Authorizing the Debtor to Obtain Post-Petition Financing, (2) Granting Liens and Super-Priority Administrative Expense Status, (3) Modifying the Automatic Stay, and (4) Setting and Prescribing Form and Manner of Notice for Final Hearing* [Doc. No. 8] (the "DIP Motion"). Accordingly, the Committee respectfully opposes the relief requested in the DIP Motion and reserves all rights thereto as follows:

PRELIMINARY STATEMENT

1. On September 22, 2015, the Debtor commenced the above-styled Chapter 11 Case in the United States Bankruptcy Court for the Eastern District of Texas (the "Court"). The Committee was formed on September 30, 2015 and selected Arent Fox LLP as counsel on October 2, 2015. Since being appointed, Committee counsel and its financial advisor have spoken with counsel for the Debtor and counsel for Sabra Texas Holdings, L.P. ("Sabra") in an attempt to seek consensual resolutions on a number of fundamental issues including concerns relating to the DIP Motion. Unfortunately, Sabra has refused to adequately address those issues and concerns. The Committee is concerned that the DIP facility and the proposed Final DIP Order, among other things, (a) seeks to roll-up its pre-petition rent obligations into a super-priority administrative

expense claim, (b) attempts to treat the Committee professionals in a disparaging amount as to the Debtor's professionals; (c) improperly attempts to force the affirmation of prepetition lease obligations, (d) improperly ties events of default to the sale process; and (e) attempts to encumber all of the Debtor's assets with perfected liens that secure the entire DIP Obligations as defined in the DIP facility. The Committee believes it is premature to enter a final order approving the DIP that ties the DIP to the Sale Process and would prefer to continue the DIP on an interim basis.

2. While Sabra and the Debtor have conceded on some minor issues, several significant issues and concerns remain.[1]

Budget and Professional Fee Inequality

3. The Committee has recently retained CohnReznick as its financial advisor and continues to review the Debtor's proposed budget. However, the Committee believes the budget as well as the Carve Out need to be balanced in that they currently allocate only $15,000 per week for the Committee's professionals (starting only on October 11) while allocating an average of $168,000 per week for the Debtor's professionals. Additionally, the Carve Out hamstrings the Committee by only allocating a total of $10,000 to the Committee for its professionals to investigate potential claims against the DIP Lender. The Committee believes that at minimum the budget for the Committee's professionals should be increased to $75,000 per week beginning from the date of selection by the Committee, on October 5, 2015. In addition, the Carve Out must provide for an appropriate budget to investigate potential claims against the DIP Lender.

[1] While the Committee has additional issues with the relief requested in the DIP Motion, these additional issues are not articulated herein because counsel for the Debtor and Sabra have indicated that they are willing to modify any final DIP order to address these additional concerns. As such the Committee retains and reserves all rights.

Debtor's Affirmation of Pre-Petition Lease Obligations to Sabra

4. Recital H in the Interim DIP Order requires that the Debtor affirm liability under a December 6, 2010 lease as amended by a October 22, 2013 amendment. It requires the Debtor to stipulate to default under that lease, and waives any and all defenses thereto. The Committee received the lease agreement at issue and amendments yesterday from counsel for Sabra and has not had the ability or sufficient time to review these lease documents or any potential defenses thereto.

5. However, based on a review of publically filed documents by the DIP Lender's parent Sabra Health Care REIT, Inc. it appears that there may be other additional written contracts or amendments to the lease that are not discussed or disclosed in the Interim DIP Order or the Loan Agreement. This needs to be investigated before the Court allows the Debtor to affirm all liability under the leases and waive all defenses.

6. By forcing the Debtor to affirm its lease with Sabra, Sabra seeks to prohibit the Debtor from rejecting the lease or even challenging it and thereby transform all cure amounts under the lease into an administrative liability of the Debtor's estate. This would potentially harm the estate by decreasing the Debtor's value as well as harm the sale process. It forecloses the chance for a potential purchaser to negotiate a new lease with Sabra on market terms and deny the purchaser the right to reject the lease pursuant to a sale.

Events of Default- Sabra's "Sole and Absolute Discretion"

7. The Loan Agreement contains various Events of Default including failure to obtain a final order approving the DIP financing within 35 days as well as failure to meet other "Strategic

Transaction Milestones" which give the lender unwarranted control because many of the milestones defer to the Lender's "Sole and absolute discretion."

8. Because the Committee was just recently formed and retained its advisors only a few short weeks ago, it is unrealistic and unfair to expect a final DIP order be entered on or before October 27, 2015. The DIP financing is completely tied to the sale process. Pursuant to Section 13(m)(xxvi) of the Loan Agreement an event of the default is the failure to satisfy any "Strategic Transaction Milestone". These Strategic Transaction Milestones (set forth in the definitions section) are very restrictive and may constitute a sub-rosa plan or be impossible to comply with in light of the court's schedule and the facts and circumstances of this case. Most if not all of these milestones should be extended 30 to 60 days.

9. Additionally, Section 13(m)(xxii) provides that the filing of any action against the DIP Lender (even by a third-party creditor) is an event of default. Because the actions of third parties are outside the control of the Debtor or the Committee, this provision is overbroad and should be stricken.

10. Furthermore, Section 13(m)(xiv) provides that the filing of a plan that is not "acceptable to Lender, in its sole and absolute discretion…" is an event of default. This is completely unreasonable because it allows the DIP Lender too much control over the plan process, nor is there even a provision that such consent must not be unreasonably withheld.

11. It should also not constitute an Event of Default for any lien or security interest created by the Interim DIP Order to no longer constitute a valid and perfected lien or otherwise be challenged (Section 13.m.xvii). Such a provision prevents the Committee from ever challenging

such liens—or the terms of the Interim DIP Order. Finally, the provisions of Section 13(b)[2] and 13(m)(i)[3] and 13(m)(vii)[4], among other provisions are too vague. At a minimum, when it comes to Events of Default not specifically described in the actual Loan Agreement or Interim DIP Order, the Debtor should have a definite period— i.e. five (5) to ten (10) business days at a minimum— to cure any such alleged breaches or failures. Instead, the language should be revised so that Sabra should not be able to unreasonably withhold approval of the Debtor's budget or unreasonably declare the Debtor to be in default.

Waiver/Whitewashing of Pre-Petition Claims Against Sabra

12. Sabra cannot be permitted to whitewash all its pre-petition transactions with the Debtor through approval of the DIP Motion without at least giving the Committee a reasonable 90-day investigation and review period with respect to any and all potential pre-petition claims the Debtor and its estate may have against Sabra.

13. Paragraph 17 of the Interim DIP Order and paragraph 18 of the Loan Agreement provide for an incredibly broad and improper waiver and release in that it purports to waive all claim claims against the DIP Lender not only of the Debtor but also of its "REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEE, INDEPENDENT CONTRACTS, ATTORNEYS AND

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[2] "Except as otherwise provided in this Agreement, the failure of any Obligor to timely and properly observe, keep or perform any covenant, agreement, warranty or condition required herein or in any of the Loan Documents or any other agreement with Lender."

[3] "Any Obligor's breach of any provision of the Loan Documents"

[4] "A default, violation, or breach of any term in any Order"

AGENTS". Additionally, this waiver and release specifically waives claims under chapter 5.[5] Indeed, this waiver is so broad that it would seem to conflict with the explicit understanding elsewhere in the Loan Agreement and the Interim DIP Order that the Committee will at least be able to spend a modicum of time investigating certain claims against the DIP Lender. Neither the Debtor nor the DIP Lender has made any showing that such a blanket release is appropriate under these circumstances. In short, the DIP Lender is looking for third party releases and releases applicable to them as a landlord in addition to traditional DIP Lender releases. This is overreaching. The Committee should also be given a reasonable, but limited budget to investigate those potential claims.[6]

Clarify that the DIP Lender is not Trying to Roll-up of the DIP Lender's Prepetition Debt into a Superpriority Administrative Expense Claim

14. The Interim DIP Order provides that all "DIP Obligations" constitute superpriority administrative-expense claims that outrank all other administrative expenses and claims of the Debtor's bankruptcy estate aside from the Carve Out. Because the term "DIP Obligations" is defined in paragraph (k)(v) of the Interim DIP Order as "all of the Debtor's obligations and indebtedness arising under, in respect of or in connection with the Financing and the DIP Documents, including, without limitation, all loans pursuant to the DIP Documents, and any other expenses or obligations under the DIP Documents, including professionals fees and expenses

[5] Paragraph 18 of the Loan Agreement appears to carve out the rights of a committee to investigate and assert section 547 preference claims, but paragraph 17 of the Interim DIP Order does not even seem to contain that limited carve out.

[6] Paragraph six of the current interim order provides for a 90 day investigation period and a $10,000 budget for the Committee to investigate only potential preference claims against Sabra arising under 11 U.S.C. 547. This needs to be expanded to permit the Committee to investigate all potential pre-petition claims against Sabra with an increased budget.

incurred by the DIP Lender…", To the extent the DIP lender seeks to transform all of its prepetition debt (including pre-petition rent claims) into a superpriority administrative expense claim, this provision should be denied and stricken from the DIP order. The Committee would consider granting superpriority status to the additional new money loaned to the Debtor by the DIP Lender, but not to the pre-petition components of the financing, if any, or any other pre-petition claims.

RESERVATION OF RIGHTS

15. Nothing in this Objection should be construed as a waiver of any of the Committee's rights, claims, interests or arguments with respect to the DIP motion, or any other issue in this chapter 11 case; all such rights being expressly reserved. In addition, the Committee reserves the right to supplement, modify, and amend this Objection in writing or orally at the final hearing on the DIP Motion.

16. The Committee believes that certain of the relief requested in the DIP Motion should be denied as a matter of law. However, there remain numerous factual issues in dispute that may require a full evidentiary hearing after discovery is completed.

CONCLUSION

WHEREFORE, the Committee respectfully requests that this Court adjourn the final hearing on the DIP Motion or, in the event the hearing is not adjourned, deny the Debtor's request for final approval of the DIP Motion without prejudice for the reasons stated herein.

Dated: October 23, 2015

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Certificate of service

I hereby certify that a true and correct copy of the foregoing Objection was sent to all parties on the attached service list on this the 23rd day of October 2015.

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