

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

In re: * CASE NO. 06-10179
*
OCA, INC., et al * (Jointly Administered)
*
Debtors * SECTION "B"
*
* CHAPTER 11

LIMITED OBJECTION TO NOTICE OF INTENT
TO REJECT REAL ESTATE LEASES
AS RELATES TO CONFIRMATION

NOW INTO COURT, through undersigned counsel comes Creighton Crossing, L.L.C. a lessor listed on Exhibit 1 to the Debtor's Notice who files this Limited Objection to said Notice as follows:

- Creighton Crossing, L.L.C. objects to the extent that the Effective Date could extend beyond the maximum time limits permitted in 11 USC § 365 (d)(4). Nothing herein, nor any action taken herein, shall constitute consent for any extension.
- Creighton Crossing, L.L.C. further objects to the extent that the Debtor is not to continue to maintain lease payments current through the Effective Date. Lessors are required by the proposed language in the Notice to wait until the Effective Date to determine whether or not the lease is rejected or assigned and should not be forced to maintain the leased space for the benefit of the Debtor at its expense during the interval between the Confirmation Date and the Effective Date.
- Objection is also made as to any attempt to assign leases post-confirmation other than in strict accord with the lease terms.
- Creighton Crossing, L.L.C. further objects to the extent that the proposed date of rejection

desired by the Debtor is set as of the day before the Petition date, to the extent this would give rise to any claims in favor of the estate for recoupment of rents paid at any time subsequent to the Petition date.

WHEREFORE, Creighton Crossing, L.L.C. prays that its limited objection be maintained and for all other relief as is equitable.

Respectfully Submitted,

BALDWIN HASPEL, L.L.C.

/s/ Lance J. Arnold

LANCE J. ARNOLD (# 18768)
2200 Energy Centre
1100 Poydras Street
New Orleans, Louisiana 70163-2200
Telephone: (504) 585-7711
Telefax: (504) 585-7751
Counsel for Creighton Crossing, L.L.C.