

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division
www.flsb.uscourts.gov

In re:

MIAMI INTERNATIONAL MEDICAL CENTER, LLC¹
d/b/a THE MIAMI MEDICAL CENTER,

Case No. 18-12741-LMI
Chapter 11

Debtor.

**DEBTOR’S APPLICATION FOR AN ORDER, ON AN INTERIM AND
FINAL BASIS, AUTHORIZING THE EMPLOYMENT OF
KEVIN E. COOK, CPA AND BKD, LLP AS LIMITED PURPOSE
ACCOUNTANTS NUNC PRO TUNC TO PETITION DATE**
(Expedited Hearing Requested - preferably on March 19th along with other matters pending)

Miami International Medical Center, LLC d/b/a The Miami Medical Center (the “*Debtor*”), by and through undersigned counsel, hereby submits this application (the “*Application*”) seeking entry of an order of the Court on an interim and final basis, pursuant to §§327(a) and 328(a) of Title 11 of the United States Code, Rules 2014(a) and 2016 and Rules 2014-1 and 2016-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of Florida, authorizing the employment and retention of Kevin E. Cook, CPA and BKD, LLP (collectively, “*BKD*”) as limited purpose accountants for the Debtor, *nunc pro tunc* to the commencement of this chapter 11 case, March 9, 2018. In support of the Application, the Debtor respectfully represents as follows:

I. Jurisdiction and Venue

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157.

¹The Debtor’s current mailing address is 5959 NW 7 St, Miami, FL 33126 and its EIN ends 4362.

2. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 327(a), 328(a) and 330 of title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”) and Rule 2014-1 and 2016-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of Florida (the “*Local Rules*”).

II. Background

4. On March 9, 2018 (the “*Petition Date*”), the Debtor filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code.

5. The Debtor is operating its business and managing its affairs as a debtor in possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.

6. The Debtor is a regional acute care hospital that provided a limited suite of medical services from its opening in February 2016 until it voluntarily requested conversion of its operating license to inactive status from the State of Florida Agency for Health Care Administration (AHCA) in October 2017. Since its shutdown in October 2017, the Debtor has not had any patients under its care.

7. No trustee, examiner, or statutory committee has been appointed.

III. Relief Requested

8. The Debtor desires to employ BKD as limited purpose accountants in this Chapter 11 case. It is essential that the Debtor employ BKD to assist it in preparing the 2017 Tax Return and K-1’s. The Debtor has selected BKD because of the complexity in this matter and BKD’s historical knowledge in this matter.

9. BKD previously prepared the Debtor's tax returns and the K-1's for the 2016 tax year, and has its previous work-papers and knows the allocations, the dilution from varying participation on capital calls, etc. Rather than bring in a new firm who would cost more in aggregate based on re-creating previous year's allocations, BKD can do these efficiently and can help the Debtor to make the tax filing deadlines for all of the corporate and physician investors.

10. The Debtor seeks to employ BKD to prepare the Debtor's IRS Form 1065 and related schedule K-1's.

11. The Debtor is also seeking, by separate applications, to engage the following accounting firms in this case as follows:

a) Barry E. Mukamal, CPA and KapilaMukamal, Certified Public Accountants as accountants for the Debtor to perform the following general bankruptcy functions:

- Preparing or reviewing the monthly operating reports required by the bankruptcy court, as requested by Debtor;
- Preparing or reviewing the financial budgets, projections, project cost and profitability estimates, as requested by Debtor;
- Providing assistance in developing or reviewing plans of reorganization or disclosure statements, including tax ramifications, as requested by Debtor;
- Other bankruptcy related issues to facilitate a Plan of Reorganization, as requested by Debtor;
- Tax compliance filings and matters, as requested by Debtor; and
- Review and analyze the reporting of any DIP financing arrangements and budgets, as requested by Debtor.

b) Alexander E. Binelo, CPA and Morrison, Brown, Agriz & Farra, LLC to perform the limited function of preparing the 2017 Independent Audit.

12. To the best of the Debtor's knowledge, the partners, accountants and associates of BKD do not have any connection with, or any interest adverse to, the Debtor, its creditors, or any

other party in interest, or its respective attorneys and accountants, except as set forth in the Declaration of Kevin E. Cook, CPA (the “*Declaration*”) attached hereto as **Exhibit A**.

13. Based upon the Declaration, the Debtor submits that BKD is a “disinterested person” as such term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code 1107(b).

14. BKD intends to apply to the Court for allowances of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with this Chapter 11 case on an hourly basis, subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the guidelines established by the United States Trustee for the Southern District of Florida (the “*Guidelines*”) and any further orders of this Court.

15. BKD received \$8,000 from the Debtor on March 8, 2018 in the ordinary course of the Debtor’s business with BKD and with its engagement letter with BKD for pre-bankruptcy services.

16. Pursuant to Local Rule 2014-1(A), a copy of the executed Legal Representation Agreement is attached as **Exhibit B**.

Basis for Relief Requested

17. Pursuant to this Application, the Debtor seeks entry of an order authorizing the employment and retention of BKD as limited purpose accountants for the Debtor effective as of the Petition Date, pursuant to Bankruptcy Code sections 327(a) and 330, Bankruptcy Rules 2014(a) and 2016 and Local Rules 2014-1 and 2016-1. Pursuant to Bankruptcy Code section 328(a), the Debtor further requests that the Court approve the retention of BKD under a general

² Dated January 5, 2016, and made in connection with the 2016 chapter 11 proceedings.

retainer, as its limited purpose accountants, in accordance with BKD's normal hourly rates not to exceed \$15,500 in effect at the time services are rendered and normal reimbursement policies.

Authority for Relief Requested

18. The Debtor seeks retention of BKD as its limited purpose accountants pursuant to Bankruptcy Code section 327(a), which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

19. The Debtor seeks retention of BKD under a general retainer pursuant to Bankruptcy Code section 328(a), which provides that a debtor, subject to Court approval:

[May] employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.

11 U.S.C. § 328(a)

20. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

21. The Debtor submits that for all the reasons stated above and in the Declaration, the retention of BKD as accountants to the Debtor is warranted. Further, as stated in the Declaration, BKD is a "disinterested person" within the meaning of Bankruptcy Code section 101(14), as required by Bankruptcy Code section 327(a), and does not hold or represent an

interest adverse to the Debtor's estate and has no connection to the Debtor, its creditors or its related parties except as may be disclosed in the Declaration. Accordingly, the retention of BKD as limited purpose accountants to the Debtor should be approved.

22. Moreover, delay in obtaining approval of BKD's retention until a final hearing is scheduled will cause immediate and irreparable harm to the Debtor inasmuch as the Debtor must have the K-1s timely prepared and delivered. As such, the Debtor seeks entry of an order, on an interim basis, approving the retention of BKD and scheduling a final hearing to consider the Application.

WHEREFORE, the Debtor respectfully requests entry of an order in the form attached hereto as **Exhibit C** (i) authorizing the employment and retention of Kevin E. Cook, CPA and BKD, as limited purpose accountants to the Debtor in this chapter 11 case, *nunc pro tunc* to the Petition Date, on a general retainer, pursuant to 11 U.S.C. §§ 327, 328 and 330; (ii) scheduling a final hearing on the Application; and (iii) granting such other and further relief as the Court deems just and proper.

Dated: March 14, 2018.

s/ Peter D. Russin
Peter D. Russin, Esquire
Florida Bar No. 765902
prussin@melandrussin.com
Daniel N. Gonzalez, Esquire
Florida Bar No. 592749
dgonzalez@melandrussin.com
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Miami, Florida 33131
Telephone: (305) 358-6363
Telecopy: (305) 358-1221

*Proposed Attorneys for
Debtor-in-Possession*

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing was served on March 14, 2018, via the Court's Notice of Electronic Filing on those parties listed on the attached **Exhibit 1**.

s/ Peter D. Russin
Peter D. Russin, Esquire

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division
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In re:

MIAMI INTERNATIONAL MEDICAL CENTER, LLC¹
d/b/a THE MIAMI MEDICAL CENTER,

Case No. 18-12741-LMI
Chapter 11

Debtor.

_____ /

AFFIDAVIT OF ACCOUNTANT

STATE OF MISSOURI)

COUNTY OF JACKSON)

Kevin E. Cook, being duly sworn, states:

1. I am a duly licensed certified public accountant in the state of Missouri and a partner in the independent public accounting firm of BKD, LLP (“**BKD**”) with offices located at 1201 Walnut Street, Suite 1700, Kansas City, MO 64106-2246.

2. I am familiar with the matters set forth herein and make this affidavit in support of the application for approval of BKD as accountants for the Debtor.

3. The Debtor has requested BKD to represent it for the reasons stated in the said application, specifically, to prepare the Debtor’s IRS Form 1065 and related schedule K-1’s.

4. While employed by the Debtor, BKD will not represent any other entity having an adverse interest in connection with the case and we are disinterested persons as required by 11 U.S.C. § 327(a). To the best of my knowledge, BKD does not have nor has it had any material, adverse connection with the Debtor, its affiliates, creditors and any of their attorneys or accountants in matters related to this case or with any person employed in the office of the U.S.

_____ ¹The Debtor’s current mailing address is 5959 NW 7 St, Miami, FL 33126 and its EIN ends 4362.

Trustee, as required by Fed.R.Bankr.P. 2014 except as set forth below. In this regard, BKD has reviewed a list of secured creditors and the list of the 20 largest unsecured creditors. BKD has 37 offices in 16 states and, therefore, it is possible that BKD represents or performs work for a creditor who is not on those two aforementioned lists. BKD has not reviewed the list of all creditors.

5. BKD performs accounting, auditing, consulting and tax services for Nueterra Capital, LLC and Affiliates. Specifically, BKD audited financial statements, cost reports and tax returns for Nueterra Capital and Affiliates, and tax returns for MIMC.

6. On March 8, 2018, Debtor owed BKD \$10,025. Debtor then paid BKD \$ 8,000 on the same date, thereby reducing the balance owed to \$2,025 that remained owed as of the Petition Date. This payment was made in the ordinary course of business and in accordance with the parties' engagement agreement, which Debtor has advised BKD that it intends to assume. BKD has agreed to waive the Petition Date balance due in full.

7. With respect to other creditors:

(a) BKD performs audit services for LifeShield National Insurance Co. which writes or reinsures life and accident and health insurance on borrowers of mortgage and consumer loans serviced or originated through MidFirst Bank, a related party through common ownership.

(b) BKD also performs audit services for Homeshield Fire and Casualty Insurance Company which is a wholly-owned subsidiary of LifeShield National Insurance Co.

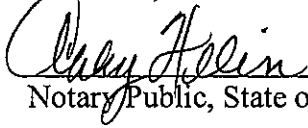
8. BKD is otherwise well-qualified to serve as accountants for the Debtor for the purpose required. BKD has been retained as accountants and financial consultants to render

professional services to trustees, debtors, creditors, creditors' committees and others in numerous bankruptcy matters.

FURTHER AFFIANT SAYETH NAUGHT.


Kevin E. Cook

Sworn to and Subscribed before me on
March 14, 2018.


Notary Public, State of Missouri

My Commission Expires:



ABBY HELIN
My Commission Expires
August 18, 2021
Clay County
Commission #13507628



1201 Walnut Street, Suite 1700 // Kansas City, MO 64106-2288
 816.221.6300 // fax 816.221.6380 // bkd.com

March 14, 2018

Miami International Medical Center, LLC
 c/o Nueterra Holdings, LLC
 11221 Roe Avenue
 Suite 320
 Leawood, Kansas 66211

We are pleased you have chosen BKD to provide tax services to you. This letter specifies the nature and extent of the services we will provide and the terms of our engagement. By signing and returning this letter, you will confirm your understanding and agreement.

By sending you this engagement letter we have assumed that you are the person who has the authority to bind the entity to these terms. If this is not a correct assumption, please furnish us with the name of the individual with whom this work should be coordinated.

OUR SERVICES AND RESPONSIBILITIES

We will prepare the following 2017 tax or information return(s) and state, local and other return(s). If there are other tax returns you expect us to prepare, please inform us as soon as possible.

Form 1065, U. S. Return of Partnership Income
Form FL F-1065, Florida Partnership Information Return

You may be required to file other returns in additional jurisdictions, and you are ultimately responsible for meeting your filing requirements. We are not responsible for any returns other than those listed above. However, we are available for consultation regarding your filing responsibilities. We will prepare tax basis schedules for the partners' interest(s) in Miami International Medical Center.

Generally, all U.S. persons are required to file FinCEN Form 114, *Report of Foreign Bank and Financial Accounts* (FBAR), annually if they have a financial interest in or signature authority over, financial accounts, including bank, securities or other types of financial accounts in a foreign country and the aggregate value of these financial accounts exceeded \$10,000 at any time during the calendar year. Failure to file an FBAR when required may potentially result in civil penalties, criminal penalties or both. We have not been engaged to prepare your FBAR. However, we are available to assist you in meeting this filing obligation at your request. If you wish to engage us to assist with your FBAR filing, additional fees at our standard billing rates will apply. It is your responsibility to inform us of all financial interests in or signature authority over foreign financial accounts.



These returns will be prepared from information you will furnish us. We will consult on and/or assist with such bookkeeping as we find necessary for the preparation of the returns. We will not audit, or otherwise verify, any information you provide unless we both agree to additional procedures in writing. We are not responsible for detecting defalcation, irregularities, fraud or errors perpetrated or caused by others, should any exist. Nor are we responsible for any internal control deficiencies or supervision of your employees, if applicable.

This engagement does not include any services not specifically stated in this letter. However, at your request we would be pleased to consult with you about other tax matters, such as assistance with Internal Revenue Service or state notices and examinations, proposed or completed transactions, tax projections and research in connection with such matters. We will render additional invoices for such services at our standard billing rates.

YOUR RESPONSIBILITIES

It is your responsibility to provide all the information required for complete and accurate returns. You should retain all the documents, canceled checks and other data that form the basis of your return(s). These may be necessary to prove the accuracy and completeness of your returns to a taxing authority.

You have the final responsibility for the return(s) and, therefore, you should review them carefully before you sign them. You are also responsible for timely filing of your returns and timely payment of any amounts due.

If an extension of time is required, any tax that may be due with your return(s) must be paid with that extension. Any amounts not paid by the filing deadline are subject to interest and late payment penalties.

While preparing your returns, we will inform you of any material tax positions of which we are aware that, in our judgment, do not meet thresholds established by law or professional standards. Tax law or professional standards may require disclosure of such position(s) as a part of your federal tax return. You agree to inform us of any tax positions of which you are aware would likely *not* succeed in the event of a challenge by taxing authorities.

You agree to assume full responsibility for the substantive outcomes of the services described above and for any other services that we may provide, including any findings that may result. You also acknowledge that the services are adequate for your purposes and that you will establish and monitor the performance of these services to ensure that they meet management's objectives. Any and all decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions. We understand that you have designated a management-level individual to be responsible and accountable for overseeing the performance of these services and that you have determined this individual is qualified to conduct such oversight.

PENALTIES

The law provides for a penalty as high as \$200,000 per transaction for failure to adequately disclose certain transactions the U.S. Department of Treasury designates as “reportable transactions.” A description of these transactions is available at <http://www.bkd.com/service/tax/ReportableTransactions.htm> or you may request a paper version from us. Unless otherwise notified in writing, we will prepare your return(s) with the assumption you have not engaged in any reportable transaction.

The law provides other penalties that may be imposed when taxpayers understate their tax liability or fail to timely file or pay. If you would like information on the amount or the circumstances of these penalties, please contact us.

ENGAGEMENT FEES

Our fees will be based on time expended up to \$15,500

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

Your return(s) may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available upon request to represent you and will render additional invoices for the time and charges incurred.

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other

professionals, if any, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

Our engagement workpapers and documentation retained in any form of media are the property of BKD. We generally retain tax files for seven years from the date of filing. We destroy files outside of these retention dates.

You agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement, except to the extent resulting from the intentional or deliberate misconduct of BKD personnel.

Any liability of BKD and our associates to you is limited to the amount of the fee you paid for this engagement as liquidated damages. You also agree that our responsibility is only to you.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any cost of mediation proceedings equally.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand

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that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

We are an independent accounting firm allowed to use the name "Praxity" in relation to our practice. We are not connected by ownership with any other firm using the name "Praxity," and we will be solely responsible for all work carried out by us on your behalf. In deciding to engage us, you acknowledge that we have not represented to you that any other firm using the name "Praxity" will in any way be responsible for the work that we do.

We will be pleased to discuss this letter with you and look forward to the opportunity of serving you. If the above arrangements are acceptable to you, please sign the enclosed copy of this letter and return it to us. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a "duplicate original" of this agreement.

BKD, LLP

The services and arrangements described in this letter are understood and acceptable.

Miami International Medical Center, LLC

Signature *Jeffrey S. Hanson* *JEFFREY S. HANSON*

Title *CHIEF ADMINISTRATIVE OFFICER*

Date *03/14/2018*

ANL:KEC:cjg

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division
www.flsb.uscourts.gov

In re:

MIAMI INTERNATIONAL MEDICAL CENTER, LLC¹
d/b/a THE MIAMI MEDICAL CENTER,

Case No. 18-12741-LMI
Chapter 11

Debtor.

_____ /

**INTERIM ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF KEVIN E. COOK, CPA AND BKD, LLP AS LIMITED PURPOSE
ACCOUNTANTS FOR THE CHAPTER 11 DEBTOR-IN-POSSESSION
NUNC PRO TUNC TO THE PETITION DATE AND SETTING FINAL HEARING**

THIS MATTER came before the Court on _____, 2018 at _____ .m. upon the *Debtor’s Application for Employment of Kevin E. Cook, CPA and BKD, LLP as Limited Purpose Accountants Nunc Pro Tunc to Petition Date and Setting Final Hearing* [ECF No. _____] (the “*Application*”), pursuant to §§ 327(a) and 328(a) of Title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure

¹The Debtor’s current mailing address is 5959 NW 7 St, Miami, FL 33126 and its EIN ends 4362.

(the “**Bankruptcy Rules**”) and Rules 2014-1 and 2016-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of Florida (the “**Local Rules**”); the Court having reviewed the Application, the declaration of Kevin E. Cook in support of the Application, (the “**Declaration**”); the Court being satisfied based upon the representations made in the Application and the Declaration that (a) Kevin E. Cook and BKD, LLP (“**BKD**”) do not hold or represent an interest adverse to the Debtor’s estate and (b) Kevin E. Cook and BKD are a “disinterested person” as defined in § 101(14) of the Bankruptcy Code and as required by § 327(a) of the Bankruptcy Code and Local Rule 2014-1; due and proper notice of the Application having been provided, and after due deliberation and sufficient cause appearing therefore, it is accordingly

ORDERED AND ADJUDGED as follows:

1. The Application is **GRANTED** on an interim basis, *nunc pro tunc* to the Petition Date.
2. Miami International Medical Center, LLC d/b/a The Miami Medical Center (the “**Debtor**”) is authorized to employ and retain BKD as its limited purpose accountants in this Chapter 11 case in accordance with the terms and conditions set forth in the Application and Order.
3. BKD shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtor’s chapter 11 case in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, guidelines established by the Office of the United States Trustee for the Southern District of Florida and any other applicable procedures and orders of the Court.
4. The Court shall conduct a final hearing (the “**Final Hearing**”) on the Application on _____, 2018, at _____ .m., prevailing Eastern Time, before this Court, at

the C. Clyde Atkins United States Courthouse, 301 North Miami Avenue, Courtroom ____, Miami, FL 33128. Any party in interest objecting to the relief sought in the Application shall serve and file written objections, which objections shall be served upon (a) the Debtor; (b) BKD; (c) the Office of the United States Trustee for the Southern District of Florida; (d) the entities listed on the Master Service List, if any, filed pursuant to Local Bankruptcy Rule 2002-1(K); and (e) counsel to any Official Committee of Unsecured Creditors Committee, to the extent one is appointed prior to the Final Hearing (collectively, the “*Notice Parties*”) and shall be filed with the Clerk of the United States Bankruptcy Court, Southern District of Florida, to allow actual receipt by the foregoing no later than _____, 2018 (two business days prior to Final Hearing) at 4:30 p.m., prevailing Eastern Time.

5. Notice will be provided to all parties by mailing a copy of this Interim Order setting the Final Hearing.

6. In the event the Application is not granted on a final basis, BKD shall be authorized to submit a fee application with this Court for compensation for services rendered in the period between the Petition Date and the Final Hearing. Any party in interest may object to the fee application; provided, however, that such party shall file such objection with this Court and serve a copy of the objection upon the Notice Parties.

7. The requirements for emergency motions set forth in Local Rule 9075-1 and for entry of the relief requested earlier than the period set forth in Bankruptcy Rule 6003 are satisfied by the contents of the Application.

8. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Application and the record.

9. Entry of this Interim Order is without prejudice to the rights of any party-in-interest to interpose an objection to the Application, and any such objection will be considered on a *de novo* basis at the Final Hearing.

10. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Interim Order.

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Submitted By:

Peter D. Russin, Esquire
Florida Bar No. 765902
prussin@melandrussin.com
MELAND RUSSIN & BUDWICK, P.A.
Counsel for Debtor
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 358-6363
Telefax: (305) 358-1221

Copies Furnished To:

Peter D. Russin, Esquire, is directed to serve copies of this Order on all parties in interest and to file a Certificate of Service.

Mailing Information for Case 18-12741-LMI

Electronic Mail Notice List

The following is the list of parties who are currently on the list to receive email notice/service for this case.

- **Andrew R Herron** aherron@herronortiz.com, ndrubin@herronortiz.com
- **Isaac M Marcushamer** imarcushamer@bergersingerman.com, fsellers@bergersingerman.com; efile@bergersingerman.com; efile@ecf.inforuptcy.com
- **Rachel Nanes** rachel.nanes@dlapiper.com, yohami.languerra@dlapiper.com; monica.tucker@dlapiper.com; docketingchicago@dlapiper.com
- **Office of the US Trustee** USTPRegion21.MM.ECF@usdoj.gov
- **Peter D. Russin** prussin@melandrussin.com, ltannenbaum@melandrussin.com; mrbnefs@yahoo.com; prussin@ecf.courtdrive.com; ltannenbaum@ecf.courtdrive.com; phornia@ecf.courtdrive.com
- **Paul Steven Singerman** singerman@bergersingerman.com, mdiaz@bergersingerman.com; efile@bergersingerman.com; efile@ecf.inforuptcy.com