

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)
NEIMAN MARCUS GROUP LTD LLC, *et al.*,¹) Chapter 11
Debtors.)
) Case No. 20-32519 (DRJ)
) (Jointly Administered)
)

**DEBTORS' APPLICATION FOR ENTRY OF
AN ORDER AUTHORIZING THE DEBTORS TO (I) RETAIN
AND EMPLOY LAZARD FRÈRES & CO. LLC AS INVESTMENT
BANKER EFFECTIVE AS OF THE PETITION DATE, (II) MODIFY CERTAIN
TIME-KEEPING REQUIREMENTS, AND (III) GRANTING RELATED RELIEF**

THIS APPLICATION SEEKS ENTRY OF AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE APPLICATION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE APPLICATION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE APPLICATION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE APPLICATION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this application:²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Neiman Marcus Group LTD LLC (9435); Bergdorf Goodman Inc. (5530); Bergdorf Graphics, Inc. (9271); BG Productions, Inc. (3650); Mariposa Borrower, Inc. (9015); Mariposa Intermediate Holdings LLC (5829); NEMA Beverage Corporation (3412); NEMA Beverage Holding Corporation (9264); NEMA Beverage Parent Corporation (9262); NM Bermuda, LLC (2943); NM Financial Services, Inc. (2446); NM Nevada Trust (3700); NMG California Salon LLC (9242); NMG Florida Salon LLC (9269); NMG Global Mobility, Inc. (0664); NMG Notes PropCo LLC (1102); NMG Salon Holdings LLC (5236); NMG Salons LLC (1570); NMG Term Loan PropCo LLC (0786); NMG Texas Salon LLC (0318); NMGP, LLC (1558); The Neiman Marcus Group LLC (9509); The NMG Subsidiary LLC (6074); and Worth Avenue Leasing Company (5996). The Debtors' service address is: One Marcus Square, 1618 Main Street, Dallas, Texas 75201.

² The facts and circumstances supporting this application are set forth in the *Declaration of Mark Weinstein, Chief Restructuring Officer of Neiman Marcus Group LTD LLC, in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed substantially contemporaneously with the Debtors’ voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) on

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto (the “Order”), (a) authorizing the employment and retention of Lazard Frères & Co. LLC (“Lazard”) as investment banker to the Debtors, effective as of May 7, 2020 (the “Petition Date”), (b) modifying certain time-keeping requirements, and (c) granting related relief, in accordance with the terms and conditions set forth in the engagement letter dated March 15, 2020 (the “Engagement Letter”) and the indemnification letter dated as of March 9, 2017 (the “Indemnification Letter”). Copies of the Engagement Letter and Indemnification Letter are attached hereto as **Exhibit 1** and **Exhibit 2** to the Order. In support of the Application, the Debtors submit the *Declaration of Tyler Cowan in Support of Application of Debtors for (I) Authority to Retain and Employ Lazard Frères & Co. LLC as Investment Banker Effective as of the Petition Date, (II) Modifying Certain Time-Keeping Requirements, and (III) Granting Related Relief*, attached hereto as **Exhibit A** (the “Cowan Declaration”).

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

May 7, 2020 (the “Petition Date”) and incorporated by reference herein. Capitalized terms used but not immediately defined in this application shall have the meanings assigned to them elsewhere in this motion or in the First Day Declaration, as applicable.

4. The bases for the relief requested herein are sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Local Rules”).

Background

5. For over 100 years, the Debtors have been the leader in retail luxury, innovation, and customer experiences. Since opening in 1907 with just one store in Dallas, Texas, the Debtors have strategically grown to 67 stores across the United States, including their marquee luxury Neiman Marcus and Bergdorf Goodman locations, Horchow e-commerce website, and off-price Last Call stores. Each Neiman Marcus and Bergdorf Goodman store offers a distinctive selection of apparel, handbags, shoes, cosmetics, and precious and designer jewelry from premier luxury and fashion designers. Horchow offers luxury home furnishings and accessories, and Last Call provides a more affordable option for price-sensitive yet fashion-minded customers. To complement its store footprint, NMG operates the largest luxury e-commerce platform in the world. More than 30 percent of NMG’s total annual revenue is from online sales. The Debtors’ non-Debtor affiliates own and operate a single store under the THERESA brand and an e-commerce platform under the Mytheresa brand. As of the Petition Date, the Debtors have funded-debt obligations of approximately \$5.5 billion.

6. The Debtors commenced these chapter 11 cases in the face of the unprecedented global COVID-19 pandemic with the goal of stabilizing the Debtors’ business and maximizing the value of the enterprise for stakeholders. In the face of these catastrophic headwinds, the Debtors have obtained financial commitments from key stakeholders to enable the Debtors to satisfy their postpetition obligations and beyond, and support from these same key stakeholders for a pre-negotiated transaction pursuant to the Restructuring Support Agreement, filed contemporaneously herewith. The Restructuring Support Agreement includes commitments

from holders of 99% of the Debtors' Extended Term Loans, 100% of the Debtors' Second Lien Notes, and over 69% of the Debtors' Third Lien Notes to equitize their debt and to backstop the full amount of a proposed \$675 million new-money debtor-in-possession financing facility and a \$750 million committed exit financing facility. Through the Debtors' diligent and timely efforts to implement the transaction, the Debtors seek to deleverage their balance sheet by approximately \$4 billion and emerge from chapter 11 as a stronger, better-capitalized enterprise.

7. On the Petition Date, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On May 7, 2020, the Court entered an order [Docket No. 23] authorizing procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). On May 19, 2020, the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the "Committee") [Docket No. 455].

Lazard's Qualifications

8. In light of the size and complexity of these chapter 11 cases, the Debtors require a qualified and experienced investment banker with the resources, capabilities, and experience of Lazard to assist them in pursuing the transactions that are crucial to the Debtors' successful emergence from these cases. An investment banker such as Lazard fulfills a critical role by complementing the services provided by the Debtors' other professionals. The Debtors believe that retaining Lazard as their investment banker is in the best interests of their estates and creditors because, among other things, Lazard has extensive experience in, and an excellent reputation for, providing investment banking and financial advisory services to debtors in bankruptcy reorganizations and other restructurings.

9. Lazard and its senior professionals have extensive experience in the reorganization and restructuring of troubled companies, both out-of-court and in chapter 11 cases. Lazard's employees have advised debtors, creditors, equity constituencies, and government agencies in many complex reorganizations, including within the retail industry. Indeed, since 1990, Lazard's professionals have been involved in over 250 restructurings, representing over \$1 trillion in debtors' liabilities. Moreover, Lazard's professionals have been retained as investment bankers in a number of troubled company situations, including, among others, the following chapter 11 cases: *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. 2019); *In re Weatherford International PLC*, No. 19-33694 (DRJ) (Bankr. S.D. Tex. 2019); *In re Insys Therapeutics, Inc.*, Case No. 19-11292 (KG) (Bankr. D. Del. 2019); *In re Sears Holdings Corporation*, No. 18-23538 (RDD) (Bankr. S.D.N.Y. 2018); *In re FirstEnergy Solutions Corp.*, No. 18-50757 (Bankr. N.D. Ohio 2018); *In re Claire's Stores, Inc.*, No. 18-10584 (MFW) (Bankr. D. Del. 2018); *In re CGG Holding (U.S.) Inc.*, No. 17-11637 (MG) (Bankr. S.D.N.Y. 2017); *In re Toys "R" Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. 2017); *In re The Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. 2017); *In re Stone Energy Corp.*, No. 16-36390 (MI) (Bankr. S.D. Tex. 2017); *RCS Capital Corp.*, No. 16-10223 (MFW) (Bankr. D. Del. 2016); *In re LINN Energy, LLC*, No. 16-60040 (Bankr. S.D. Tex. 2016); *In re Peabody Energy Corp.*, No. 16-42529 (Bankr. E.D. Mo. 2016); *In re Paragon Offshore plc*, No. 16-10386 (CSS) (Bankr. D. Del. 2016); *In re Hercules Offshore, Inc.*, No. 15-11685 (KJC) (Bankr. D. Del. 2015); *In re Sabine Oil & Gas Corp.*, No. 15-11835 (SCC) (Bankr. S.D.N.Y. 2015); *In re Chassix Holdings, Inc.*, No. 15-10578 (MEW) (Bankr. S.D.N.Y. 2015); *In re Dendreon Corp.*, No. 14-12515 (LSS) (Bankr. D. Del. 2014); *In re Legend Parent, Inc.*, No. 14-10701 (RG) (Bankr. S.D.N.Y. June 10, 2014); *In re AWI Delaware, Inc.*, No. 14-12092 (KJC)

(Bankr. D. Del. 2014); *In re QCE Finance LLC*, No. 14-10543 (PJW) (Bankr. D. Del. 2014).

Accordingly, Lazard has developed significant relevant experience and expertise that will enable Lazard and its professionals to provide necessary investment banking services in these chapter 11 cases.

10. Additionally, Lazard is already familiar with the Debtors and their operations. Lazard was initially engaged by the Debtors in March 2017 to explore liability management transactions and advised the Debtors on transactions including, but not limited to, the distribution of the MyTheresa interests in 2018 and certain recapitalization transactions in 2019, and a sale process for the MyTheresa assets commencing in spring 2019 (which ultimately did not result in a sale transaction).³ In connection with the foregoing work, Lazard made presentations to certain parties, including Neiman Marcus Group, Inc. Pursuant to the Engagement Letter, among other things, Lazard has advised and assisted the Debtors in connection with (i) negotiations with certain of the Debtors' various creditor constituencies regarding a potential restructuring and (ii) securing debtor-in-possession financing. In providing the foregoing and other prepetition services, Lazard has worked closely with the Debtors, their management, and their other advisors and has become well acquainted with, among other things, the Debtors' operations, business needs, and capital structure. Thus, Lazard is particularly suited to provide the investment banking services to the Debtors that are contemplated by the Engagement Letter and described herein.

Services to Be Rendered

11. Lazard has agreed to continue to provide services to the Debtors in these chapter 11 cases in accordance with the terms and conditions set forth in the Engagement Letter

³ Except as provided in the Engagement Letter, the Engagement Letter supersedes and restates certain prior agreements between Lazard and the Debtors.

and the Indemnification Letter. The terms of the Engagement Letter reflect the mutual agreement between the Debtors and Lazard as to the substantial efforts that may be required of Lazard throughout the course of these proceedings. The Engagement Letter provides, in consideration for the compensation contemplated thereby, that Lazard will, to the extent reasonably requested by the Debtors, perform the following investment banking services (collectively, the “Services”):⁴

- (a) reviewing and analyzing the Debtors’ businesses, operations, and financial projections;
- (b) evaluating the Debtors’ potential debt capacity in light of its projected cash flows;
- (c) assisting in the determination of an appropriate capital structure for the Debtors;
- (d) assisting in the determination of a range of values for the Debtors on a going concern basis;
- (e) evaluating the financial terms of any proposed Transaction;
- (f) assisting in analyzing potential liability management transactions or other capital structure alternatives, including any Sale Transaction, Restructuring, or Financing, among others;
- (g) advising the Debtors on tactics and strategies for negotiating with Transaction counterparties and the Debtors’ stakeholders;
- (h) rendering financial advice to the Debtors and participating in meetings or negotiations with the Debtors’ stakeholders or other appropriate parties in connection with any Transaction;
- (i) assisting in preparing documentation within Lazard’s area of expertise that is required in connection with any Transaction;
- (j) advising the Debtors on the timing, nature, and terms of new securities, other consideration, or other inducements to be offered pursuant to any Transaction;

⁴ In the event of any inconsistency between the description of the Services as set forth herein and the Engagement Letter, the Engagement Letter shall control. Also, capitalized terms not otherwise defined in this description of the Services shall have the meanings ascribed to such terms in the Engagement Letter.

- (k) advising and assisting the Debtors in evaluating any potential Financing by the Debtors and, subject to Lazard's agreement to so act, on behalf of the Debtors, contacting potential sources of capital as the Debtors may designate and assisting the Debtors in implementing such Financing;
- (l) assisting the Debtors in identifying and evaluating candidates for any potential Sale Transaction, advising in connection with negotiations, and aiding in the consummation of any Sale Transaction;
- (m) attending meetings of the Board of Directors of the Debtors with respect to matters on which Lazard has been engaged to advise under the Engagement Letter;
- (n) providing testimony in any proceeding before the Court, as necessary, with respect to matters on which Lazard has been engaged to advise under the Engagement Letter; and
- (o) providing the Debtors with other advice relevant to the foregoing.

12. The aforementioned Services are necessary to enable the Debtors to maximize the value of their estates and successfully emerge from these chapter 11 cases. Lazard has indicated a willingness to act on behalf of the Debtors, on the terms described herein and in the Engagement Letter. Additionally, the Debtors have been advised by Lazard that it will endeavor to coordinate with the other retained professionals in these chapter 11 cases to eliminate unnecessary duplication or overlap of work.

Professional Compensation

13. Subject to Court approval, and in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, the Debtors will compensate Lazard in accordance with the terms and provisions of the Engagement Letter, which provides a compensation structure (the "Fee and Expense Structure") in relevant part as follows:⁵

- (a) A monthly fee of \$225,000 per month beginning with March 2020 (the "Monthly Fee"), payable on the first day of each month until the earlier of the consummation of a Restructuring, a Sale Transaction

⁵ In the event of any inconsistency between the description of the Fee and Expense Structure as set forth herein and the Engagement Letter, the Engagement Letter shall control.

incorporating all or a majority of the assets or all or a majority or controlling interest in the equity securities of the Debtors, or termination of Lazard's engagement pursuant to Section 10 of the Engagement Letter. The Monthly Fee payable with respect to March 2020 shall be pro-rated based on the number of days from and including the date of execution of the Engagement Letter until the end of the month. Fifty percent (50%) of all Monthly Fees paid in excess of \$1,350,000 shall be credited, without duplication, against any Restructuring Fee, Sale Transaction Fee, Partial Sale Transaction Fee, or Financing Fee (each as defined in the Engagement Letter).

- (b) A fee of \$15,000,000 payable upon the consummation of a Restructuring (the "Restructuring Fee");
- (c) A fee (each a "Financing Fee") equal to the total gross proceeds provided for in any Financing (including all amounts committed but not drawn down under credit lines or other facilities) multiplied by (i) 1.0% with respect to any senior secured debt Financing or government Financing, (ii) 2.0% with respect to any junior secured or unsecured debt or government Financing or (iii) 3.0% with respect to any other Financing. Each Financing Fee shall be payable upon consummation of the Financing; provided, however, that with respect to any "debtor-in-possession" Financing, the Financing Fee shall be paid upon the earlier of signing a commitment letter or signing definitive documentation for such Financing. Fifty percent (50%) of any Financing Fee(s) paid shall be credited (without duplication) against any Restructuring Fee subsequently payable.
- (d) If, whether in connection with the consummation of a Restructuring or otherwise, the Debtors consummate a Sale Transaction incorporating all or a majority of the assets or all or a majority or controlling interest in the equity securities of the Debtors, a fee (the "Sale Transaction Fee"), shall be payable upon consummation of such Sale Transaction, equal to the greater of \$15,000,000 or the fee calculated as set forth in Schedule I of the Engagement Letter based on the Aggregate Consideration of such Sale Transaction.
- (e) If, whether in connection with the consummation of a Restructuring or otherwise, the Debtors consummate any Sale Transaction not covered by clause (d) above, a fee (each a "Partial Sale Transaction Fee"), payable upon consummation of each such Sale Transaction, equal to the greater of \$1,000,000 or the fee calculated as set forth in Schedule I of the Engagement Letter based on the Aggregate Consideration of such Sale Transaction. Fifty percent (50%) of any Partial Sale Transaction Fee paid shall be credited (without duplication) against any Restructuring Fee or Sale Transaction Fee.

- (f) For the avoidance of doubt, fees may be payable pursuant to all of clauses (a) through (e) above, and more than one fee may be payable pursuant to clauses (a), (c), and (e) above; provided, that to the extent a transaction qualifies as both a Restructuring and a Sale Transaction described in clause (d) above, Lazard shall only be entitled to the higher of the Restructuring Fee and Sale Transaction Fee payable on account of such Transaction, and not both.
- (g) In addition to any fees that may be payable to Lazard and, regardless of whether any Transaction occurs, the Debtors shall promptly reimburse Lazard for all reasonable document production charges and reasonable out of pocket expenses incurred by Lazard prior to any termination or expiration of the Engagement Letter and specifically related to its engagement thereunder (including travel and lodging, data processing and communications charges, courier services, and other expenditures, but excluding any corporate overhead or similar administrative charges) and the reasonable fees and expenses of counsel, if any, retained by Lazard. In no case shall the Debtors be obligated to reimburse such expenses of Lazard and its affiliates to the extent (i) any such single expense or series of related expenses exceeds \$30,000 and (ii) the total amount of all such expenses exceeds \$150,000, unless, in each case, the Debtors have provided their written consent (which shall not be unreasonably withheld). If the Debtors so request, Lazard shall provide the Debtors with reasonably detailed documentation of expenses submitted for reimbursement.

14. The Debtors believe that the Fee and Expense Structure described above is comparable to compensation generally charged by other firms of similar stature to Lazard for comparable engagements, both in and out of bankruptcy. The Debtors also have been advised by Lazard that the Fee and Expense Structure is consistent with Lazard's normal and customary billing practices for cases of this size and complexity, which require the level and scope of services outlined. Additionally, the Fee and Expense Structure was established to reflect the difficulty of the extensive assignments Lazard expects to undertake, as well as the potential for failure. The Debtors thus believe that the Fee and Expense Structure is reasonable.

15. In determining the level of compensation to be paid to Lazard and its reasonableness, the Debtors compared Lazard's proposed fees with the range of investment banking fees in other large and complex chapter 11 cases. The Fee and Expense Structure was

agreed upon by the parties in anticipation that a substantial commitment of professional time and effort would be required of Lazard and its professionals, that such commitment may foreclose other opportunities for Lazard, and that the actual time and commitment required of Lazard and its professionals to perform the services hereunder may vary substantially from week to week or month to month.

16. Lazard has obtained valuable institutional knowledge of the Debtors' businesses, financial affairs, and creditors as a result of its providing services to the Debtors before the Petition Date. Therefore, Lazard is not only well qualified, but also uniquely able to perform these services and assist the Debtors in these chapter 11 cases. Moreover, the Debtors believe that Lazard's services will assist the Debtors in achieving a successful outcome of these chapter 11 cases.

17. Lazard's strategic and financial expertise as well as its capital markets knowledge, financing skills, restructuring capabilities, and mergers and acquisitions expertise, some or all of which may be required by the Debtors during the term of Lazard's engagement hereunder, were important factors in determining the Fee and Expense Structure. The Debtors believe that the ultimate benefit of Lazard's services hereunder cannot be measured by reference to the number of hours to be expended by Lazard's professionals in the performance of such services.

18. The Debtors have been advised by Lazard that it is not the general practice of investment banking and financial services firms to keep detailed time records similar to those customarily kept by attorneys, nor do such investment banking and financial services firms keep time records on a "project category" basis. Notwithstanding the foregoing, Lazard intends to file interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred. Such applications will include time records setting forth, in

a summary format, a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors. Because Lazard does not ordinarily maintain contemporaneous time records in one-tenth-hour (.1) increments or provide or conform to a schedule of hourly rates for its professionals, Lazard will file time records in half-hour (.5) increments. Lazard also will maintain detailed records of any actual and necessary costs and expenses incurred in connection with the services discussed above. Lazard's applications for compensation and expenses will be paid by the Debtors upon approval by this Court.

19. Lazard has not shared or agreed to share any compensation to be paid by the Debtors with any other person, other than principals and employees of Lazard, in accordance with section 504 of the Bankruptcy Code.

20. The Debtors and Lazard negotiated the Fee and Expense Structure to function as and be an interrelated, integrated unit, in correspondence with Lazard's services, which Lazard renders not in parts, but as a whole. It would be contrary to the intention of Lazard and the Debtors for any isolated component of the entire Fee and Expense Structure to be treated as sufficient consideration for any isolated portion of Lazard's services. Instead, the Debtors and Lazard intend that Lazard's services be considered and be compensated by the Fee and Expense Structure in its entirety.

21. In sum, in light of the foregoing and given the numerous issues that Lazard is addressing and may be required to address in the performance of its services hereunder, Lazard's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Lazard's services for engagements of this nature, both out-of-court and in a chapter 11 context, the Debtors believe that the Fee and Expense Structure is

market-based and fair and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

22. Accordingly, as more fully described below, the Debtors believe that this Court should approve Lazard's retention subject solely to the standard of review set forth in section 328(a) of the Bankruptcy Code and that Lazard's compensation should not be subject to any additional standard of review under section 330 of the Bankruptcy Code.

Indemnification and Related Provisions

23. As part of the overall compensation payable to Lazard under the terms of the Engagement Letter, the Debtors have agreed to certain indemnification, exculpation, contribution and reimbursement obligations as described in the Indemnification Letter. Generally, these provisions provide that the Debtors will, among other things, indemnify, hold harmless, and provide contribution and reimbursement to Lazard and its affiliates, and the respective directors, officers, members, employees, agents or controlling persons of each of the foregoing under certain circumstances.⁶

24. The Debtors and Lazard believe that these indemnification and related provisions are customary and reasonable for financial advisory and investment banking engagements, both in- and out-of-court, and reflect the qualifications and limitations on indemnification provisions that are customary in this District and other jurisdictions. Similar indemnification arrangements have been approved and implemented in other large chapter 11 cases by courts in this jurisdiction.

⁶ To the extent there is any inconsistency between this Application's summary of the Indemnification Letter provisions and the actual terms of the Indemnification Letter, the terms of the Indemnification Letter shall control.

25. The Debtors and Lazard negotiated the terms of the Engagement Letter and Indemnification Letter at arm's length. The Indemnification Letter is reasonable and in the best interests of the Debtors, their estates, and their creditors. Accordingly, as part of this Application, the Debtors request that this Court approve the terms of the Indemnification Letter.

No Duplication of Services

26. The Debtors intend that the services to be provided by Lazard will complement, and not duplicate, the services being rendered by other professionals retained in these chapter 11 cases. Lazard understands that the Debtors have retained and may retain additional professionals during the term of the engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors.

Disinterestedness

27. To the best of the Debtors' knowledge, information, and belief, and except and to the extent disclosed herein and in the Cowan Declaration, Lazard is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and holds no interest materially adverse to the Debtors or their estates in connection with the matters for which Lazard is to be retained by the Debtors.

28. During the ninety-day period prior to the Petition Date, Lazard was paid in the ordinary course certain fees and expense reimbursements. Specifically, (a) on April 7, 2020, Lazard was paid \$348,387.10 on account of a prorated March Monthly Fee and the April Monthly Fee under the Engagement Letter; (b) on April 24, 2020, Lazard was paid a \$6,250,000 Financing Fee on account of the debtor in possession financing (the "DIP Financing") obtained by the Debtors and \$10,000 representing a retainer for reimbursement of expenses; and (c) on May 1, 2020, Lazard was paid an additional \$500,000 on account of the Financing Fee earned on account of the increase in DIP Financing facility size and \$225,000 on account of the May

Monthly Fee. Lazard will apply the \$10,000 in retainer amounts received from the Debtors before the Petition Date first to any prepetition expenses incurred but not reimbursed prepetition, and second to any postpetition expenses.

Relief Requested Should Be Granted

29. The Debtors seek authority to employ and retain Lazard as their investment banker under section 327 of the Bankruptcy Code, which provides that a debtor is authorized to employ professional persons “that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the Debtors in carrying out their duties under this title.” 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code as those sections relate to cases under chapter 11 of the Bankruptcy Code, providing that “a person is not disqualified for employment under section 327 of the Bankruptcy Code by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b).

30. The Debtors seek approval of the Fee and Expense Structure, the Engagement Letter, and the Indemnification Letter pursuant to section 328(a) of the Bankruptcy Code, which provides that the Debtors, “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . 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). Accordingly, section 328 of the Bankruptcy Code permits the compensation of professionals, including investment bankers, on flexible terms that reflect the nature of their services and market conditions. Thus, section 328 is a significant departure from prior bankruptcy practice relating to the compensation of professionals. Indeed, as the United States Court of Appeals for the Fifth Circuit recognized in *Donaldson Lufkin &*

Jenrette Securities Corp. v. National Gypsum (In re National Gypsum Co.), 123 F.3d 861, 862 (5th Cir. 1997):

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants “reasonable compensation” based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

Id. (internal citations omitted).

31. Furthermore, the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 amended section 328(a) of the Bankruptcy Code as follows:

The trustee, or a committee appointed under section 1102 of this title, with the court’s 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) (emphasis added). This change makes clear that the Debtors may retain, with Court approval, a professional on a fixed or percentage fee basis such as the Fee and Expense Structure provided for in the Engagement Letter.

32. The Debtors believe the Fee and Expense Structure set forth in the Engagement Letter contains reasonable terms and conditions of employment and should be approved under section 328(a) of the Bankruptcy Code. The Fee and Expense Structure adequately reflects (a) the nature of the services to be provided by Lazard and (b) fee and expense structures and indemnification provisions typically utilized by Lazard and other leading investment banking firms, which do not bill their time on an hourly basis and generally are compensated on a

transactional basis. In particular, the Debtors believe the Fee and Expense Structure creates a proper balance between fixed monthly fees and contingency fees based on the successful raises of new capital and the overall success of these chapter 11 cases. Moreover, Lazard's substantial experience with respect to investment banking services, coupled with the nature and scope of work already performed by Lazard before the Petition Date, further supports the reasonableness of the Fee and Expense Structure.

Notice

33. The Debtors will provide notice of this motion to: (a) the U.S. Trustee for the Southern District of Texas; (b) counsel to the Committee; (c) counsel to the Term Loan Lender Group; (d) counsel to the Noteholder Group; (e) the United States Attorney's Office for the Southern District of Texas; (f) the Internal Revenue Service; (g) the United States Securities and Exchange Commission; (h) the state attorneys general for states in which the Debtors conduct business; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter an order, granting the relief requested in this motion and granting such other and further relief as is appropriate under the circumstances.

Dated: June 4, 2020
Houston, Texas

/s/ Mark Weinsten

Mark Weinsten
Neiman Marcus Group LTD LLC
Chief Restructuring Officer

Certificate of Service

I certify that on June 4, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavenaugh
Matthew D. Cavenaugh

Exhibit A

Cowan Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**DECLARATION OF TYLER
COWAN IN SUPPORT OF DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO
(I) RETAIN AND EMPLOY LAZARD FRÈRES & CO. LLC AS INVESTMENT
BANKER EFFECTIVE AS OF THE PETITION DATE, (II) MODIFYING CERTAIN
TIME-KEEPING REQUIREMENTS, AND (III) GRANTING RELATED RELIEF**

I, Tyler Cowan, declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury that:

1. I am a Managing Director of the firm Lazard Fr  res & Co. LLC (“Lazard”), which has its principal office at 30 Rockefeller Plaza, New York, New York 10020. I am authorized to execute this Declaration on behalf of Lazard and in support of the application (the “Application”) of the Debtors for entry of an order authorizing the Debtors to retain and employ Lazard as their sole investment banker in these chapter 11 cases, effective as of the Petition Date. Unless otherwise stated in this Declaration, I have personal knowledge of the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Neiman Marcus Group LTD LLC (9435); Bergdorf Goodman Inc. (5530); Bergdorf Graphics, Inc. (9271); BG Productions, Inc. (3650); Mariposa Borrower, Inc. (9015); Mariposa Intermediate Holdings LLC (5829); NEMA Beverage Corporation (3412); NEMA Beverage Holding Corporation (9264); NEMA Beverage Parent Corporation (9262); NM Bermuda, LLC (2943); NM Financial Services, Inc. (2446); NM Nevada Trust (3700); NMG California Salon LLC (9242); NMG Florida Salon LLC (9269); NMG Global Mobility, Inc. (0664); NMG Notes PropCo LLC (1102); NMG Salon Holdings LLC (5236); NMG Salons LLC (1570); NMG Term Loan PropCo LLC (0786); NMG Texas Salon LLC (0318); NMGP, LLC (1558); The Neiman Marcus Group LLC (9509); The NMG Subsidiary LLC (6074); and Worth Avenue Leasing Company (5996). The Debtors' service address is: One Marcus Square, 1618 Main Street, Dallas, Texas 75201.

facts set forth herein.² Lazard was retained pursuant to the Engagement Letter dated as of March 15, 2020,³ and the Indemnification Letter, dated March 9, 2017, copies of which are annexed to the Proposed Order as **Exhibit 1** and **Exhibit 2**.

2. Lazard is a preeminent international financial advisory and asset management firm. Lazard's principal office is located at 30 Rockefeller Plaza, New York, New York 10020. Lazard, together with its predecessors and affiliates, has been advising clients around the world for over 150 years. Lazard has dedicated professionals who provide restructuring services to its clients and the current managing directors, directors, vice presidents, and associates of Lazard have extensive experience working with financially troubled companies in complex financial restructurings out-of-court and in chapter 11 proceedings. Lazard and its principals have been involved as advisor to debtor, creditor, and equity constituencies and government agencies in many reorganization cases. Since 1990, Lazard and its affiliates have been involved in over 250 restructurings, representing over \$1 trillion in debtor liabilities.

3. Notably, Lazard has been retained as an investment banker and financial advisor in numerous large and complex chapter 11 cases, including, among others: *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Nov. 4, 2019); *In re Weatherford International PLC*, No. 19-33694 (DRJ) (Bankr. S.D. Tex. 2019); *In re Insys Therapeutics, Inc.*, No. 19-11292 (KG) (Bankr. D. Del. July 15, 2019); *In re Sears Holdings Corp.*, No. 18-23538 (RDD) (Bankr. S.D.N.Y. Nov. 9, 2018); *In re FirstEnergy Solutions Corp.*, No. 18-50757 (AMK) (Bankr. N.D. Ohio May 8, 2018); *In re Claire's Stores, Inc.*, No. 18-10584 (MFW) (Bankr. D. Del.

² Certain disclosures herein relate to matters within the personal knowledge of other professionals at Lazard and are based on information provided by them.

³ Except as provided in the Engagement Letter, the Engagement Letter supersedes and restates certain prior agreements between Lazard and the Debtors.

Apr. 4, 2018); *In re GST AutoLeather, Inc.*, Case No. 17-12100 (LSS) (Bankr. D. Del. Oct. 27, 2017); *In re Toys “R” Us, Inc.*, Case No. 17-34665 (KLP) (Bankr. E.D.Va. Oct. 25, 2017); *In re Sabine Oil & Gas Corp.*, No. 15-11835 (SCC) (Bankr. S.D.N.Y. Sept. 10, 2015); *In re The Standard Register Co.*, No. 15-10541 (BLS) (Bankr. D. Del. Apr. 13, 2015); *In re AWI Delaware, Inc.*, No. 14-12092 (KJC) (Bankr. D. Del. Sep. 17, 2014); *In re Longview Power, LLC*, No. 13-12211 (BLS) (Bankr. D. Del. Sept. 24, 2013); *In re Cengage Learning, Inc.*, No. 13-44106 (ESS) (Bankr. E.D.N.Y. July 24, 2013); *In re Exide Techs.*, No. 13-11482 (KJC) (Bankr. D. Del. July 10, 2013); *In re A123 Sys., Inc.*, No. 12-12859 (KJC) (Bankr. D. Del. Nov. 9, 2012).

4. Furthermore, Lazard is already intimately familiar with the Debtors and their operations, having been initially engaged by the Debtors in March 2017 to explore liability management transactions. Since then, Lazard has advised the Debtors on transactions including, but not limited to, the distribution of the MyTheresa interests in 2018 and certain recapitalization transactions in 2019, and a sale process for the MyTheresa assets commencing in spring 2019 (which ultimately did not result in a sale transaction). In connection with the foregoing work, Lazard made presentations to certain parties, including Neiman Marcus Group, Inc. Pursuant to the Engagement Letter, among other things, Lazard has advised and assisted the Debtors in connection with (i) negotiations with certain of the Debtors’ various creditor constituencies regarding a potential restructuring and (ii) securing debtor-in-possession financing. In providing the foregoing and other prepetition services, Lazard has worked closely with the Debtors, their management, and their other advisors and has become well acquainted with, among other things, the Debtors’ operations, business needs, and capital structure.

5. In connection with its proposed retention by the Debtors in these chapter 11 cases, Lazard obtained from the Debtors' counsel the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest"), which parties are listed on **Schedule 1**, annexed hereto.⁴ Lazard then compared the names of the Potential Parties in Interest with the names of entities that have entered into engagement agreements with Lazard in the last three years. To the extent that this inquiry revealed that any of the Potential Parties in Interest (or any of their known or apparent affiliates) entered into any such engagement agreements with Lazard within the last three years, such parties are listed on **Schedule 2** annexed hereto. To the best of my knowledge and belief, Lazard's representation of each entity listed on **Schedule 2** (or its known or apparent affiliates) was or is only on matters that are unrelated to these chapter 11 cases. Other than as listed on **Schedule 2**, I am unaware of any investment banking engagements of Lazard by the Potential Parties in Interest within the last three years. Given the size of Lazard and the breadth of Lazard's client base, however, it is possible that Lazard may now or in the future be retained by one or more of the Potential Parties in Interest in unrelated matters without my knowledge. To the extent that Lazard discovers or enters into any new, material relationship with Potential Parties in Interest, it will supplement this Declaration.

6. In addition to the parties listed on **Schedule 2**, Lazard may also represent, or may have represented, affiliates, equity holders or sponsors of Potential Parties in Interest and Lazard may have worked with, continue to work with, have or had mutual clients with, been represented by and/or advised certain accounting and law firms that are Potential Parties in Interest (and, in the case of law firms, may have entered into engagement agreements in which the law firm was

⁴ Among other parties, the Schedule 1 received from Debtors' counsel includes non-Debtor affiliates; equityholders; debtholders; administrative agents; current officers and directors; banks; insurers; professionals; landlords; litigation parties; utility providers; contract counterparties; and the largest vendors based on twelve-month prepetition spend.

named as client although the work was performed for a mutual client of Lazard's and the applicable law firm). Lazard may also represent, or may have represented in the past, committees or groups of lenders or creditors in connection with certain restructuring or refinancing engagements, which committees or groups include, or included, entities that are Potential Parties in Interest. Certain of the Potential Parties in Interest may also be vendors and/or have other non-investment banking relationships with Lazard.

7. Although Lazard has researched the Potential Parties in Interest list, the Debtors may also have numerous customers, creditors, competitors, and other parties with whom they maintain business relationships that are not included as Potential Parties in Interest and with whom Lazard may maintain business relationships. Additionally, Lazard is a U.S. operating subsidiary of an international financial advisory and asset management firm that has several legally separate and distinct affiliates. Although it is possible that employees of certain affiliates may assist Lazard in connection with Lazard's engagement, as Lazard is the only entity being retained by the Debtors, we have researched only the electronic client files and records of Lazard, not of all of its affiliates, to determine relationships with any Potential Parties in Interest.

8. In addition, as of the date hereof, Lazard and its affiliates have approximately 2,900 employees worldwide. It is possible that certain of Lazard's and its affiliates' respective directors, officers, and employees may have had in the past, may currently have, or may in the future have connections to (i) the Debtors, (ii) Potential Parties in Interest in these chapter 11 cases, or (iii) funds or other investment vehicles that may own debt or securities of the Debtors or other Potential Parties in Interest.

9. Lazard also has asset management affiliates, Lazard Asset Management LLC (“LAM”) and Lazard Frères Gestion SAS (“LFG”), and an affiliate, Edgewater HoldCo LLC,

that hold interests in the management companies for certain private funds (collectively, “Edgewater”). Although Lazard receives payments from LAM, LFG, and Edgewater generated by their respective business operations, each of LAM, LFG, and Edgewater is operated as a separate and distinct affiliate and is separated from Lazard’s other businesses. As part of their regular business operations, LAM and LFG may act as investment advisor for or trade securities (including in discretionary client accounts, and through the operation of hedge funds and mutual funds, in which cases investment decisions are made by LAM or LFG), including on behalf of creditors, equity holders or other parties in interest in these cases, and Lazard or its respective affiliates, managing directors and employees. Some of these LAM or LFG accounts and funds may have held, may now hold, or may in the future hold debt or equity securities of the Debtors or the Debtors’ creditors, equity holders, or other parties in interest in these cases, and LAM or LFG may have relationships with such parties. Furthermore, some of the investment funds managed by Edgewater may have held, may now hold or may in the future hold debt or equity securities of the Debtors or the Debtors’ creditors, equity holders, or other parties in interest in these cases. Additionally, the Debtors, their creditors, equity holders, or other parties in interest in these cases, and Lazard or its affiliates, managing directors, and employees, may be investors in investment funds that are managed by Edgewater. Lazard has in place compliance procedures to ensure that no confidential or nonpublic information concerning the Debtors has been or will be available to employees of LAM, LFG, or Edgewater.

10. During the ninety-day period prior to the Petition Date, Lazard was paid in the ordinary course certain fees and expense reimbursements. Specifically, (a) on April 7, 2020, Lazard was paid \$348,387.10 on account of a prorated March Monthly Fee and the April Monthly Fee under the Engagement Letter; (b) on April 24, 2020, Lazard was paid a \$6,250,000

Financing Fee on account of the debtor in possession financing (the “DIP Financing”) obtained by the Debtors and \$10,000 representing a retainer for reimbursement of expenses; and (c) on May 1, 2020, Lazard was paid an additional \$500,000 on account of the Financing Fee earned on account of the increase in DIP Financing facility size and \$225,000 on account of the May Monthly Fee. Lazard will apply the \$10,000 in retainer amounts received from the Debtors before the Petition Date first to any prepetition expenses incurred but not reimbursed prepetition, and second to any postpetition expenses.

11. Other than as disclosed herein, Lazard has no relationship with the Debtors of which I am aware after due inquiry.

12. Based upon the foregoing, I believe Lazard is disinterested as defined in section 101(14) of the Bankruptcy Code and does not hold or represent an interest adverse to the Debtors or their estates.

13. The Indemnification Letter includes standard and customary terms contained in Lazard’s engagement letters both in and outside of bankruptcy cases. Based on my experience in the market for investment banking services, the Indemnification Letter is similar to the indemnification provisions in engagement letters of other similarly situated investment banking firms in engagements both in and outside of bankruptcy.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: June 4, 2020
Houston, Texas

Respectfully submitted,

/s/ Tyler Cowan

Name: Tyler Cowan
Title: Managing Director
Lazard Frères & Co. LLC

Schedule 1

Potential Parties in Interest

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors
1(b)	Non-Debtor Affiliates
1(c)	Directors & Officers
1(d)	Equity Holders
1(e)	Administrative Agents
1(f)	Bankruptcy Judges
1(g)	Bankruptcy Professionals
1(h)	Banks
1(i)	Debtholders
1(j)	Insurers
1(k)	Landlords
1(l)	Litigation
1(m)	Ordinary Course Professionals
1(n)	Top Creditors
1(o)	Unions
1(p)	Unsecured Creditors Committee Parties
1(q)	US Trustees
1(r)	Utilities
1(s)	Vendors & Contract Counterparties

Schedule 1(a)

Debtors

Bergdorf Goodman Inc.
Bergdorf Graphics Inc.
BG Productions Inc.
Mariposa Borrower Inc.
Mariposa Intermediate Holdings LLC
Neiman Marcus Group LLC, The
Neiman Marcus Group Ltd. LLC
Nema Beverage Corp.
Nema Beverage Holding Corp.
Nema Beverage Parent Corp.
NM Bermuda LLC
NM Financial Services Inc.
NM Nevada Trust
NMG California Salon LLC
NMG Florida Salon LLC
NMG Global Mobility Inc.
NMG Notes Propco LLC
NMG Salon Holdings LLC
NMG Salons LLC
NMG Subsidiary LLC
NMG Subsidiary LLC, The
NMG Term Loan Propco LLC
NMG Texas Salon LLC
NMGP LLC
Worth Avenue Leasing Co.

Schedule 1(b)

Non-Debtor Affiliates

Aufreiter, Nora
Axelrod, Norman H.
Bourguignon, Philippe E.
Eadie, Graeme M.
Esmonde, Eugene
Gies, Dennis T.
Hall-Kimm, Lori
Herrick, Alan J.
Kaplan, David B.
Katz, Karen W.
Lee, Rachel
Ma, Cecilia
Myt Holding Co.
Myt Intermediate Holding Co.
Myt Netherlands Parent BV
Myt Parent Co.
Mytheresa Business Information Consulting (Shanghai) Co. Ltd.
Mytheresa SE
Mytheresa.Com GmbH
Mytheresa.Com Service GmbH
Neiman Marcus Bermuda LP
Neiman Marcus Group Inc.
NMG Asia Holdings Ltd.
NMG Asia Ltd.
NMG Germany GmbH
Paik, Andrew
Reijnders, Myrna Maria
Rhodes, Matthew
Ruggiero, Cesare J.
Theresa Warenvertrieb GmbH
Wood, Brad
Yang, Steve

Schedule 1(c)

Directors & Officers

Artho, Eric
Barnes, Gerald A.
Beer, Martin
Beilinson, Marc
Dietzmann, Sebastian
Donner, Sebastiaan
Gold, James
Hall, Neva
Hernandez, Leigh Ann
Horton, Anthony
Kliger, Michael
Nichols, Nancy
Penick, Darcy
Preston, Tracy M.
Richardson, Brandy
Severson, Eric
Sullivan, Michael
Van Raemdonck, Geoffroy
Vogel, Scott
Weber, Joseph N.
Yee, Kim

Schedule 1(d)

Equity Holders

ACOF Mariposa Holdings LLC
Alison K Axelrod 2012 Family Trust
Andrews, Mallory
Ares Corporate Opportunities Fund III LP
Ares Corporate Opportunities Fund IV LP
Aufreiter, Nora
Axelrod, Norman
Barnes, Gerald A.
Bourguignon, Philippe E.
CPP Investment Board (USRE) Inc.
Gierhart, Wanda
Hall, Neva L.
Herrick, Alan J.
Joselove, Jonathan
Korea Investment Corp.
Lind, Thomas J.
Orvos, Adam
Pantheon Global Co-Investment Opportunities Fund II LP
Penick, Darcy
Procific
Regents of the University of California, The
Stordahl, Ann
Van Raemdonck, Geoffroy

Schedule 1(e)

Administrative Agents

Ankura Trust Co. LLC
Bank of America NA
Credit Suisse AG Cayman Islands Branch
Deutsche Bank AG New York Branch
UMB Bank NA
Wilmington Savings Fund Society FSB
Wilmington Trust NA

Schedule 1(f)

Bankruptcy Judges

Alonzo, Albert
Attaway, Evangeline C.
Bradley, David J.
Castro, Ana
Castro, Ruben
Chavez, Jeannie
Conrad, Tracey
Do, Linhthu
Isgur, Marvin
Jones, David R.
Lopez, Chris
Lopez, Christopher M.
Norman, Jeffrey P.
Portillo, Vriana
Rios, Mario
Rodriguez, Eduardo V.

Schedule 1(g)

Bankruptcy Professionals

Berkeley Research Group LLC
Brown Rudnick LLP
Cole Schotz PC
Debevoise & Plimpton LLP
Ducera Partners LLC
Ernst & Young LLP
Finestone & Hayes LLP
FTI Consulting Inc.
Houlihan Lokey Inc.
Katten Muchin Rosenman LP
Kramer Levin Naftalis & Frankel LLP
Latham & Watkins LLP
Lazard Freres & Co.
McDermott Will & Emery LLP
M-III Advisors
Milbank LLP
Paul Weiss Rifkind Wharton & Garrison LLP
Perella Weinberg Partners LP
Porter Hedges LLP
Pryor Cashman LLP
Quinn Emanuel Urquhart & Sullivan LLP
Reed Smith LLP
Selendy & Gay PLLC
Sheppard Mullin Richter & Hampton LLP
Wachtell Lipton Rosen & Katz LLP
White & Case LLP
Willkie Farr & Gallagher LLP

Schedule 1(h)

Banks

Amegy Bank
First Hawaiian Bank
Regions Financial Corp.
U.S. Bank NA

Schedule 1(i)

Debtholders

AlbaCore Partners I ICAV
Apollo Global Management Inc.
Ares Management Corp.
Bank of America Corp.
Barclays plc
Benefit Street Partners LLC
BlackRock Inc.
BlueMountain Capital Management LLC
BMO Harris Bank NA
Capital International Inc.
Capital Research & Management Co.
CapRe
Citizens Bank NA
CPP Investment Board Private Holdings Inc.
Credit Suisse AG
CVC Capital Partners Ltd.
Davidson Kempner Capital Management LP
Deutsche Bank AG
Goldman Sachs & Co. LLC
Guggenheim Partners LLC
H2 Capital Partners
HSBC Bank plc
JPMorgan Chase & Co.
Marathon Asset Management LP
MJX Asset Management LLC
P. Schoenfeld Asset Management LP
PIMCO Investments LLC
Power Corp. of Canada
Prudential Financial Inc.
Putnam Investments Inc.
Quaker Funds Inc.
Redwood Capital Management LLC
Regions Bank
Royal Bank of Canada
Southeastern Asset Management Inc.
SunTrust Banks Inc.
TD Bank NA
Third Point Loan LLC
Torchmark Corp.
TPG Capital LP
Vanguard Group Inc., The
Voya Financial Inc.
Wells Fargo & Co.

Schedule 1(j)

Insurers

Ace American Insurance Co.
ACE Property & Casualty Insurance Co.
Affiliated FM Insurance Co.
Allianz Global Risks US Insurance Co.
 Corp.
Allianz SE
American International Group Inc.
Aon Risk Services Southwest Inc.
Aspen
Aspen American Insurance Co.
Axis Insurance Co.
Beazley Insurance Co. Inc.
Beazley Syndicates AFB
Berkley Insurance Co.
Berkley Professional Liability LLC
Can International Co. Ltd.
Chubb Ltd.
CNA Paramount
Continental Casualty Co.
Continental Insurance Co., The
Factory Mutual Insurance Co.
FM Global
Great American E&S Insurance Co.
Great American Insurance Co. Inc.
Ironshore Specialty Insurance Co.
Liberty Insurance Corp.
Liberty Mutual
Liberty Mutual Fire Insurance Co. Inc.
Liberty Mutual Holding Co. Inc.
Liberty Mutual Insurance Co.
Lloyd's Underwriter Syndicate
Lloyd's of London
Lm Insurance Corp.
National Union Fire Insurance Co.
National Union Fire Insurance Co. of
 Pittsburgh, PA
R-T Specialty LLC
Safety Specialty Insurance Co.
Selective Insurance Co. of America
Starr Indemnity & Liability Co. Inc.
Travelers Casualty & Surety Co. of America
Underwriters at Lloyd's
US Specialty Insurance Co.

Schedule 1(k)**Landlords**

1125 Globe Avenue LLC	Las Colinas Association
125 Worth Partners LLC	Las Vegas North Premium Outlets
210 Muni LLC	LCFRE Austin Brodie Oaks LLC
4676 Westchester Mall LLC	Macerich HHF Broadway Plaza LLC
4692 SPG Center LLC	Macerich Partnership LP, The
737 North Michigan Avenue Investors LLC	Mall at Katy Mills LP
754 Fifth Avenue Associates LP	Mericle 325
Ala Moana Center Association	Milpitas Mills LP
Archer, Susan	Miromar Outlet West LLC
Bal Harbour Shops LLC	Northbrook Enterprises Corp.
Bauer, Richard S.	Northpark Merchant Association Inc.
Broad Frontenac Associates	Northpark Partners LP
Broad Richmond Properties Corp.	NPO 1495 LP
Clearfork Retail Venture LLC	Oakbrook Shopping Center LLC
Congressional Plaza Associates LLC	O'Keefe Group Inc., The
Copley Place Associates	Olymbec USA LLC
Coral Commercial Center	O'Neil, Nancy M.
Cullum, Thomas	Outlets at Orange, The
Dallas Foundation, The	Pacific Place Site LLC
Dolphin Mall Associates LLC	Pinnacle Park
Duke Realty Corp.	Plaza Frontenac Acquisition LLC
Elm Development Co.	Premium Outlet Partners LP
Ery Retail Podium LLC	Preston Shepard Retail LP
Fashion Show NM Acquisition LLC	Prime Chevy Chase Asset I LLC
Fashion Valley NM Building LLC	Prologis Inc.
Fashion Valley Venture	Retail Property Trust, The
Forbes Taubman Orlando LLC	Riverwalk Marketplace (New Orleans) LLC
GGP Ala Moana LLC - Ala Moana Center	Rogers, William Slaughter
GGP Natick West LLC	Rouse FS LLC
Grapevine Mills Mall Ltd.	RR&C Development Co.
Grey, James	Sawgrass Mills Phase II LP
HG Galleria LLC	Scottsdale Fashion Square Partnership
Inwood Trade Center LLC	Selznick, Barbara Smalley
JGK Industries LLC	Selznick, Joan Keller
JM-BMM LLC	Shops at the Bravern LLC, The
Keating Properties LLC	Short Hills Associates
Keter Environmental Services Inc.	Simon Management Associates II LLC
Keystone-Florida Property Holding	SLG 625 Lessee LLC
King of Prussia Associates	Solow Building Co. III LLC
L&B Depp Inwood Village LP	Somerset Collection LP
La Cantera Retail LP	Somerset Merchants Association
Larson Family Trust	Southpark Mall LP
Larson, Larry	SPGIL Domain LP

Sugarloaf Mills LP
Sunbeam Development Corp.
Tampa Westshore Associates LP
Tanger Deer Park Llc
Taubman-Cherry Creek LP
Three Galleria Office Buildings LLC
TIC Retail Properties-Fashion Island
TM Willow Bend Shops LP
Topanga LP
Tysons Galleria LLC
Tysons II Property Owners Association Inc.
UWS Post Oak LLC
Village of Merrick Park LLC
VNO Bergen Mall Owner LLC
Wells Fargo Bank NA
West Coast Estates
Westfield Garden State LLC
Wilson 151 Worth LLC
WTC-Trade Mart 2015 LP
WVF-Paramount 745 Property LP

Schedule 1(l)

Litigation

Amirtalesh, Shahnaz
Argun, Mehtap
Bayer, Taylor
Beale, Rosa
Cohan, Howard
CXT Systems Inc.
Fuller, Bruce
Ghodooshim & Son Inc.
Gianfranco Ferre SPA
Iandola, Teresa
Khalili, Parisa
Kish, Denise
Kuzminer, Anna
Lammey, Dwain
Marble Ridge Capital LP
Marble Ridge Master Fund LP
Mesher, Lieselotte
Morene, Rosina Welsh
Nirvana Inc.
Olthuis, Jodi
Otworth, Kateryna
Pabon, Loida
Priast, Felipe
Raphael Temple of Beauty
Remijas, Hilary
Shields, Brooke
Solow Building Co. LLC
Tianhai Lace USA Inc.
Tolbert, David
Tran, Tiffany L.
UMB Bank NA
United States, Government of the, National Labor Relations Board
Villasasis, Diana
Willis, Shayla

Schedule 1(m)**Ordinary Course Professionals**

Accenture LLP	Intrado Enterprise Collaboration Inc.
Adair Morris & Osborn PC	Intralinks Inc.
ADP Inc.	Jackson Lewis PC
AIMatters Inc.	Jones Day
Alight Solutions LLC	K&L Gates LLP
Almendarez, Jorge A.	Kenny Geoscience
Angeion Group	Kidder Mathews of California Inc.
Aspen Licensing International Inc.	Kilpatrick Townsend & Stockton LLP
Bain Mazza & Debski LLP	Kleiman Consulting
Ballyhoo Blue Workshop LLC	Korn Ferry Leadership Consulting Corp.
Barnes & Thornburg LLP	Kuzminer, Anna
Berkeley Research Group LLC	Law Office of Lantis G. Roberts PLLC, The
Bryan Cave LLP	Law Offices of Philip P. Deluca
Business Wire Inc.	Law Offices of Sanford Jossen
Chavez, Tamar	Law Offices of Wyatt & Associates PLLC
Cleary Gottlieb Steen & Hamilton LLP	Lawyers for Workplace Fairness
Conchie Associates LLC	Light Law Group APC
Covington & Burling LLP	Littler Mendelson PC
Cozen O'Connor PC	Lividini & Co. LLC
Daniel J. Edelman Inc.	LRN Corp.
Dawson Tilem & Gole	Lynn Pinker Cox & Hurst LLP
Deloitte Transactions & Business Analytics LLP	Marketsphere Consulting LLC
Douglas Meyer Architect	Matrix Absence Management Inc.
Duff & Phelps LLC	Mayer Brown LLP
Ernst & Young LLP	McDermott Will & Emery LLP
ESRP Advisory Dallas LLC	McWilliams Governmental Affairs Consultants
Farella, Marisa	Mercer Human Resources Consulting
Fenster, Roberta	Merrill Communications LLC
Fidelity Investments	MHN Services
Fish & Richardson PC	Moody's Investors Service Inc.
FTI Consulting Inc.	Morales, Aldo Luis
Great American Group LLC	NASDAQ OMX Corporate Solutions LLC
Guirguis, Sanaa	NGS Global Americas LLC
Gutierrez, Antonio	Paul Weiss Rifkind Wharton & Garrison LLP
Halsband Law Offices	PCA Partners LLC
Hinman & Carmichael LLP	Proskauer Rose LLP
Hogan Lovells US LLP	Rencon Advisors LLC
Houlihan Lokey Capital Inc.	RFID Sherpas LLC
Hunton & Williams LLP	Riveron Consulting LP
Infor (US) Inc.	Rosenberg & Estis PC
International Scholarship & Tuition Services Inc.	Rutledge Ecenia PA

Ryan Inc.
Ryan Tax Compliance Services LLC
Sard & Leff LLC
Sidley Austin LLP
Simpson Thacher & Bartlett LLP
Standard & Poor's Financial Services LLC
Stinson Leonard Street LLP
Strategic Resource Group Inc.
Stylesage Inc.
Talx Corp.
Towers Watson Delaware Inc.
Wachtell Lipton Rosen & Katz LLP
Wageworks Inc.
West Corp. LLC
Willis Towers Watson plc
Young, Andrew W.

Schedule 1(n)

Top Creditors

Akris Pret-A-Porter AG	Tom Ford International LLC
Alexander McQueen Trading Ltd.	Tory Burch - Tory by TRB
Alice & Olivia LLC	UMB Bank NA
Balenciaga America Inc.	Veronica Beard
Balmain USA LLC	Versace USA Inc.
Bottega Veneta SRL	Vince Holding Corp.
Brioni Roman Style USA Corp.	Yves Saint Laurent SAS
Burberry USA	
Carven Lux Perfumes	
Chanel Inc.	
Chloe Inc.	
Christian Louboutin SA	
Criteo Corp.	
David Yurman Enterprises LLC	
Dolce & Gabbana USA Inc.	
Eileen Fisher Inc.	
Elicit LLC	
Ermenegildo Zegna Holditalia SpA	
Facebook Inc.	
Ferragamo USA Inc.	
Frame Denim	
Giorgio Armani SpA	
Givenchy Corp.	
Gucci America Inc.	
Jimmy Choo Group Ltd.	
Johnny Was LLC	
La Mer Inc.	
La Prairie Inc.	
Lafayette 148 Inc.	
Manolo Blahnik Americas LLC	
Monument Consulting	
Northpark Partners LP	
Prada USA Corp.	
Rag & Bone Industries LLC	
Rakuten Marketing LLC	
Ralph Lauren Corp.	
Row, The	
RTB House Inc.	
Sisley Cosmetics USA Inc.	
Stuart Weitzman Inc.	
TATA Consultancy Services Ltd.	
Theory LLC	
Tom Ford Beauty	

Schedule 1(o)

Unions

New York New Jersey Regional Joint Board, The
Service, Production, Merchandising, Wholesale, Distribution, Clerical & Health Related Services
Union, Local 210

Schedule 1(p)

Unsecured Creditors Committee Parties

Chanel Inc.
Estee Lauder Cos., The
Marble Ridge Capital LP
Pachulski Stang Ziehl & Jones LLP
Pension Benefit Guaranty Corp.
Rakuten Rewards
Simon Property Group Inc.
UMB Bank NA
Wilmington Trust NA

Schedule 1(q)

US Trustees

Boykin, Jacqueline
Duran, Hector
Griffin, Barbara
Hobbs, Henry G., Jr.
Johnson-Davis, Luci
Livingstone, Diane
March, Christine
Motton, Linda
Otto, Glenn
Schmidt, Patricia
Simmons, Christy
Smith, Gwen
Statham, Stephen
Waxton, Clarissa

Schedule 1(r)**Utilities**

1-800-Got-Junk	Continental Wireless Inc.
737 North Michigan Avenue Investors LLC	Copley Place Associates LLC
Action Carting Environmental Services Inc.	Cox Communications LLC
Advanced Network Services LLC	CPS Energy
Advantix	Crown Castle Fiber LLC
Allstar Petroleum Inc.	CSC Optimum Holdings LLC
Ameren Missouri	Curvature Inc.
American Water	Dallas, City of (TX)
Apple Inc.	Denver, City of (CO), Department of Water
Arizona, State of, Salt River Project	Direct Energy Business
Agricultural Improvement & Power District	DIRECTV Services
AT&T Inc.	DISH Network Corp.
Atlanta, City of (GA), Department of Watershed Management	DTE Energy Co.
Atmos Energy	Duke Energy Corp.
Aurus Inc.	Elizabethtown Gas Co.
Austin, City of (TX)	ENGIE SA
Bal Harbour, Village of (FL)	Ery Retail Podium LLC
BellSouth LLC	Eskridge LLC
Beverly Hills, City of (CA)	Eversource Energy
Bluebonnet Electric Cooperative	Exelon Corp.
Boca Raton, City of (FL)	Fairfax, County of (VA), Water Authority
California, State of, East Bay Municipal Utility District	Flagg Creek Water Reclamation District (IL)
Calpine Corp.	Florida Power & Light Co.
Carousel Industries	Florida Public Utilities Co. Inc.
CenterPoint Energy Inc.	Fort Lauderdale, City of (FL)
Century Waste Services LLC	Fort Worth, City of (TX), Water Department
CenturyLink Inc.	FR Wireless LLC
Champion Energy Services LLC	Frontier Communications Corp.
Charlotte, City of (NC)	Fuze Inc.
Charter Communications Inc.	Gas Co. LLC, The
Clark, County of (NV), Water Reclamation District	Gatt Communcations Inc.
Cloudburst Technologies LLC	Gogo Inc.
Cogent Communications	Granite Telecommunications LLC
Com-Bell Systems Inc.	Grapevine, City of (TX)
Comcast Corp.	Grey Forest Utilities Inc.
Congressional Plaza Associates LLC	Hanson's Water Treatment Inc.
Consolidated Communications	Hawaiian Electric Co. Inc.
Consolidated Edison Inc.	Hawaiian Telcom Inc.
Consumers Energy Co.	Hempstead, Town of (NY), Department of Water
	Honolulu, City of (HI), Board of Water Supply

Houston, City of (TX)
Illume Electric Inc.
Infinite Energy Inc.
Intrado Enterprise Collaboration Inc.
Irving, City of (TX)
Jersey Central Power & Light Co.
JM-BMM LLC
Just Energy Solutions Inc.
Keter Environmental Services Inc.
Keystone-Florida Property Holding Corp.
King of Prussia Mall Inc.
KRK Technologies Inc.
Kudelski Security Inc.
La Cantera Retail LP
Lakeshore Recycling Systems LLC
Level 3 Communications LLC
Longview, City of (TX)
Los Angeles, City of (CA), Department of
Water and Power
Macerich Co., The
Macerich HHF Broadway Plaza LLC
Mall at Katy Mills LP
Manhattan Telecommunications Corp.
MegaPath Corp.
Metropolitan St. Louis Sewer District
Miami-Dade, County of (FL), Water and
Sewer Department
Milpitas Mills LP
MoreDirect Inc.
Natick, Town of (MA)
National Grid plc
New Orleans Riverwalk Marketplace LLC
New York, City of (NY), Water Board
Newport Beach, City of (CA)
Northbrook, Village of (IL)
NSTAR LLC
NTT Communications Corp.
NV Energy Inc.
Oak Brook, Village of (IL)
One Ring Networks Inc.
Orange, City of (CA)
Orlando, City of (FL), Utilities Commission
Pacific Gas & Electric Co.
Palo Alto, City of (CA)
Palo Alto, City of (CA), Utility Department
Peoples Gas Light & Coke Co., The
Plano, City of (TX)
Potomac Mills Operating Company LLC
PPL Electric Utilities Corp.
Premium Outlet Partners LP
Public Service Co. of Colorado Inc.
Public Service Electric & Gas Co.
Puget Sound Energy Inc.
Recology Inc.
Retail Property Trust, The
Rouse FS LLC
Salt River Valley Water Users' Association
San Francisco, City & County of (CA),
Public Utilities Commission
San Gabriel Valley Water Co.
Sanatoga Water Conditioning Inc.
Sawgrass Mills Phase II LP
Scottsdale Fashion Square LLC
Set Solutions Inc.
Shops at the Bravern LLC, The
Simon Chelsea Las Vegas Development
LLC
Simon Management Associates II LLC
Sirius Computer Solutions Inc.
Sirius XM Holdings Inc.
SLG 625 Lessee LLC
Solow Building Co. LLC
Southern California Edison Co.
Southern California Gas Co.
Southern Co., The
Southpark Mall LP
Southwest Gas Corp.
Southwestern Bell Telephone Co. Inc.
Southwestern Electric Power Co.
Spectrum Management Holding Co. LLC
Spire Missouri Inc.
Sprint Corp.
Sugarloaf Mills LP
Summer Energy LLC
Sunrise, City of (FL), Utilities Department
Tampa Electric Co.
Tampa Westshore Associates LP
Tanger Deer Park LLC
TDX Tech Cos. LLC
TECO Energy Inc.
Tele-Communication Inc.
Texas Gas Service Co. Inc.

Three Galleria Office Buildings LLC
T-Mobile US Inc.
TriEagle Energy LP
Troy, City of (MI)
Trumpia Inc.
UGI Corp.
Verizon Communications Inc.
viiz Communications Inc.
Virginia Electric & Power Co.
VNO Bergen Mall Owner LLC
Washington Gas Light Co.
Washington, D.C., Water & Sewer
Authority
Water Tower LLC
Watson Electrical Contractors Inc.
WCCB-TV Inc.
West Palm Beach, City of (FL), Department
of Public Utilities
Westfield Garden State LLC
White Plains, City of (NY)
Windstream Corp.
WVF-Paramount 745 Property LP
Zayo Group LLC

Schedule 1(s)**Vendors & Contract Counterparties**

19RM Ltd.	Apptus Corp.
210 Muni LLC	Aquazzura Italia SRL
41St Parameter Inc., The	Aramark Refreshment Services LLC
4692 SPG Center LLC	Arandell Corp.
49 Winters Trading Ltd.	Archer, Susan
737 North Michigan Avenue Investors LLC	Arise Virtual Solutions Inc.
754 Fifth Avenue Associates LP	Artwell Holdings Ltd.
8008558 Canada Inc.	AS Logistics Inc.
Acme Motor Freight Services Inc.	ASC Regenity Ltd.
ActionIQ Inc.	ASG Technologies Group Inc.
Adobe Systems Inc.	Asian Handicrafts Private Ltd.
Advantage Consulting Group Inc.	AT&T Corp.
Advantix Solutions Group Inc.	Attico SRL, The
AFB Consulting	Audio Fidelity Communications Corp.
Agilence Inc.	Auriemma Consulting Group Inc.
AgilOne Inc.	Ava Consulting Group Inc.
Agordat SRLS	Avaya Inc.
AKF Consulting LLC	Avila IT Services
Akqa Inc.	Azzedine Alaia SAS
Alanui SRL	Babel Consulting SAS
Alation Inc.	BackOffice Associates LLC
Ale-Joy Calo Inc.	Bal Harbour Shops LLC
Alert Tech Systems Inc.	Bardot Party Ltd.
Alex Perry Party Ltd.	Base22 Technology Group LLC
AlixPartners LLC	BCD Travel USA LLC
Alonpi Cashmere	BECDG BVBA
Alorica Customer Care Inc.	Bella Freud
Alorica Inc.	Berkeley Research Group LLC
Alasco Inc.	Berluti
Amazon.com Inc.	Beyond Evil PC
Ambrosi Napoli SRL	Binary Tree Inc.
American Airlines Group Inc.	Birger Christensen A/S
American Eagle Lines	BIZZdesign United States Inc.
American Express	Blackhawk Engagement Solutions
American Freightways Inc.	Blankenship Change Consulting LLC
American West Worldwide Express Inc.	Bloomreach Inc.
Ana Segui de Eguillor	BlueConic Inc.
Ancient Greek Sandals	BlueVenn US Inc.
Andrew GN	Blujay Solutions Inc.
Annabella Pellicceria	BMC Software Inc.
Antonio Marras SRL	Bontoni SRL
Antuit Holdings Pte. Ltd.	Boon the Shop
Applause App Quality Inc.	Borgo de Nor Ltd.

Boss Group, The	Cloudiyan LLC
Boston Consulting Group Inc., The	Clumio Inc.
Bottom Line Concepts LLC	Coalfire Systems Inc.
Bounce Exchange Inc.	Cognizant Technology Solutions US Corp.
BrainStorm Inc.	Cohesity Inc.
Bricz LLC	Comcast Cable Communications
Brierley & Partners Inc.	Management LLC
BrightEdge Technologies Inc.	ComNet Communications LLC
Callisonrtkl Inc.	Compass Group USA Inc.
Callstack Ltd.	Compliance Network LLC
Canidium LLC	Connexity Inc.
Canon Inc.	Connors Group Inc., The
Canteen Vending Services Inc.	Convey Inc.
Capital One NA	Con-Way Freight Inc.
Cargo Transporters Inc.	Copley Place Associates
Carlo Moretti Venezia SRL	Coretrust Purchasing Group LLC
Carousel Industries of North America Inc.	Cornerstone Logistics Inc.
Cartesian Datasciences LLC	Corthay
Catalyst Online LLC	Cosmetic Doctor at Work Ltd.
Catchpoint Systems Inc.	County SRL
Catherine Osti	Covenant Transport Inc.
Cavisson Systems Inc.	CradlePoint Inc.
CCFG Cleaners LLC	Craig Green
Cecilie Bahnsen	Creative Design Ltd.
Celadon Trucking Services Inc.	Credera Enterprises Co.
Celect Inc.	Crown Relocations SA
Celestine Lingerie	CRST Expedited Inc.
Centrify Corp.	CS Technology Inc.
Centurylink Communications LLC	Curalate Inc.
Chantal Romano	Custora Inc.
Charabia Paris	CV Unggul Putra Samudra
ChargeItSpot LLC	Cyrano SARL
Charltons Law	D&L Protective Services
Charvet	Dagmara Sp Zo O
Cheetah Digital Inc.	Dalethes Inc.
Chesapeake System Solutions Inc.	Dancassab Sociedad Anonima de CV
Chicagoland Cabling Solutions Inc.	Daniel Besikian
China Rise Fashion Ltd.	Daniel Rousselot Photographe
Christian Ulbricht	Data Sales Co. Inc.
Cisco Systems Inc.	DataStax Inc.
Citcon USA LLC	David Koma
Classic Protection Security & Investigations Inc.	De Carlini Sas Di Terruzzi Luca
Clear Technologies	Dealer Souq
Clearfork Retail Venture LLC	Deliv Inc.
Cloudburst Technologies	Denim 108 Pty Ltd.
	Desmond & Dempsey

Determine Sourcing Inc.	Fibernet Direct Texas LLC
DFS Services LLC	FiftyOne Inc.
Diamanti Inc.	FindMind Inc.
DiCentral Corp.	Fiorucci Holdings Ltd.
Digital Mobile Innovations LLC	First Data Merchant Services LLC
Digital Shadows US Inc.	First Flight Solutions LLC
Dion Lee Pty. Ltd.	First National Bank of Omaha Inc.
Direct Source Inc.	Fit3D Inc.
Direct Source Packaging Co. LLC	Fleenor Co. Inc.
Directv LLC	Fleenor Paper Co. Inc.
Dispatch Transportation Corp.	FNC Enterprises Pty
DNA Model Management LLC	Follia Pratica SRL
DocuSign Inc.	Forrester Research Inc.
DoorDash Inc.	Forsythe Solutions Group Inc.
Doublej SRL	Franco Ferrari SRL
Dries Van Noten NV	FTM Art Advisory Ltd.
Drivesavers Inc.	FullStory Inc.
Dry Clean Super Center LLC	Fuse Inc.
DSCO	Future Com Ltd.
Dundas World Ltd.	G2 Inc.
DVK Buying Agency	Gabo Guzzo
Dynamex Inc.	Gaddis Parnters Ltd.
Dynatrace Software Inc.	Galvan London
EB Jewels SRL	Gao Sheng Garment Co. Ltd.
Elicit LLC	Gauge81 BV
Elleaime SAS	Gedebe SA
Elm Development Co.	Gentug Tekstil Urunleri
EMC Corp.	GGP Ala Moana LLC
Eme Posaterie SRL	Ghostery Inc.
Emilio Pucci SRL	Gift Solutions
Enrico Mandelli SPA	Gilmar Divisione Industria SPA
EPAM Systems Inc.	Glassware Art Studio SC
Equifax Workforce Solutions Inc.	Global Bridge Infotech Inc.
Erdem Moralioglu Ltd.	Global-E US Inc.
Ermanno Scervino	Grane Transportation Lines Ltd.
Ery Retail Podium LLC	Granify Inc.
Evergage Inc.	Granite Telecommunications
Excel Elevator & Escalator Corp.	Grapevine Mills Mall Ltd.
Experian Marketing Solutions Inc.	Grazia & Marica Vozza
eZCom Software Inc.	Green Mountain Technology LLC
Factory SRL	Gremlin Inc.
Faliero Sarti Scarves - L'Accessorio SRL	Grey, James
Fashion Model Management SRL, The	Grid Dynamics International Inc.
Fear of God	Gu_De Goos Studio
FFE Transportation Services Inc.	Guanti Giglio Fiorentino SRL
Fiasconaro SRL	Gulf Coast Transport Inc.

Gushlow & Cole Ltd.
Hafta Have Inc.
Halpern
Harte-Hanks Inc.
HCL Technologies Ltd.
Hearst Corp.
Heron Preston SRL
Hexaware Technologies Inc.
HG Galleria LLC
High Order Solutions LLC
Hilco Retail Consulting LLC
Hitachi Data System Corp.
Hotel Laundry Five Star LLC
House of Hackney Ltd.
House of Saki
Huishan Zhang Ltd.
Hunting Season LLC
I4 Group, The
IBM Corp.
Icertis Inc.
ID Sarrieri SRL
IL Borgo Cashmere SRL
IM Production Isabel Marant
Imidia LLC
Impuls
Incisiv Ltd.
In-Com Data Systems Inc.
Indus Exports
Infosys Ltd.
InfoVision Inc.
Ino Schaller
Insight Global LLC
Intellys Corp.
Inteplast Group Corp.
Interactive Communications International Inc.
Intermec Technologies Corp.
International Warehouse Group Inc.
Interstate Cleaning Corp.
InterTrade Systems Inc.
iProspect.com Inc.
ISS Facility Services Inc.
Jacada Inc.
Jacquemus
Jagged Peak
Jane Taylor Millinery Ltd.
Janice Minor Export
JDA Software Group Inc.
Jennifer Chamandi Ltd.
JGK Industries LLC
JGoldcrown Inc.
JM-BMM LLC
JN Casting & Production Ltd.
Johanna Ortiz y Cia SAS
Johanna Ortiz Zona Franca SAS
Johnstons of Elgin
Join Winner Industrial Ltd.
Joor Inc.
Jourden Ltd.
JPMorgan Chase & Co.
JPMorgan Chase Bank NA
JRNI Inc.
JT Home Furnishing Co. Ltd.
JW Anderson Ltd.
K&K Emporio SRL
Kairos Technologies Inc.
Kassl BV
Kellermeyer Bergensons Services LLC
Keramos Nazari Prod Ceramicos LDA
Keystone-Florida Property Holding
KhrisJoy SRL
King of Prussia Associates
Kone Inc.
Kooreloo LLP
Kore.Ai Inc.
KRK Technologies Inc.
Kronos Inc.
Kustomer Inc.
Lady Giuliva SRL
Lambert + Associates Italy
Lambert + Associates Ltd.
Lambert + Associates Ltd. London
Lambert + Associates Milan
Lambert + Associates SARL Paris
Landini Shirt SRL
Larson Family Trust
Las Vegas North Premium Outlets
Latin American Retail Connection LLC
Laurence Dacade
LAZ Parking Management Ltd.
LCFRE Austin Brodie Oaks LLC
Leather Center Inc.

Lenati LLC
Leung, Nelson C.
Levi Ray & Shoup Staffing Inc.
Liberty of London Ltd.
Littler Mendelson PC
LivePerson Inc.
Lividini & Co.
LogicSource Inc.
Lone Star Cable Inc.
Longview Warehouse & Storage
Looklet AB
LouLou Studio
LucidWorks Inc.
Lytics Inc.
M. Miller & Associates LLC
Maggie Marilyn Ltd.
Maglieria Artigiana SRL
Maille Co.
Maison Alma
Maison Michel
Malone Souliers
Mamma Team Productions SL
Mangia Inc.
Manhattan Associates Inc.
Mapol Business Solutions Pvt. Ltd.
Marco Pescarolo SRL
Mariage Freres
MarkMonitor Inc.
Martinizing Dry Cleaning
Mascioni Associati International Ltd.
Massimo Lunardon & C. Snc Co.
Materiel Tbilisi LLC
MATRIX Resources Inc.
McKinsey & Co. Inc.
Mediterranea SHPK
MemoMi Labs Inc.
Mercedes Salazar Joyeria SA
Mericle 325
Micro Focus Inc.
Microsoft Corp.
Microsoft Licensing GP
Microsoft Online Inc.
Midwest Consulting Group Inc.
Minds of Earth Ltd.
Mirella Cavorso by Ripetta SRL
Miromar Outlet West LLC
Missoni
MMW SRL
Modern Home Lighting Inc.
Monument Consulting
Moonraft Innovation Labs Inc.
Moredirect
Mother of Pearl Ltd.
Moxie Software Inc.
Mr. Robcis Didier Photographe
Muaddi, Amina
Mugler, Thierry
My Own Garden Ltd.
Nahan Printing Inc.
Narvar Inc.
National Carriers Inc.
Nationwide Janitorial Services Inc.
Nectarte
Neous Ltd.
New Relic Inc.
Newgistics Inc.
Nexla Inc.
NextStep Recruiting LLC
Nice Systems Inc.
NiceLabel Americas Inc.
North American Van Lines Inc.
Northpark Merchant Association Inc.
Northpark Partners LP
Oakbrook Shopping Center LLC
Okta Inc.
Olivia Von Halle Ltd.
Olymbec USA LLC
Olympialetan Olt SAS
OnSystems Inc.
OpenSymmetry LLC
Opera Solutions LLC
OpinionLab Inc.
Opitz Outlet
Optimizely Inc.
Oracle Corp.
Orkin LLC
Otis Elevator Co.
Otsumo Co. Ltd.
Owenscorp Italia
Oye Moda Giyim Aksesuar San. Ve Dis
Palmer Harding Ltd.
Panda Solutions Ltd.

Paper Place, The
Paxata Inc.
PayPal Inc.
Peba Trading & Manufacturing Corp.
Pegasus Logistics Group Inc.
Pellegrino (Paris) - SAS RP
Perch Interactive Inc.
Perfect Moment Asia Ltd.
Perficient Inc.
Pierre Balmain SAS
Pierre Hardy Ltd.
Pili Carrera SL
Pinnacle Park
PivIT Global
PlanGrid Inc.
Platform9 Systems Inc.
Platinum Technology Inc.
PlumSlice Labs Inc.
PossibleNOW Inc.
Precocity LLC
Premier Limousine LLC
Premium Outlet Partners LP
President FRS SRL
Prestige MBH
Preston Shepard Retail LP
Prime Chevy Chase Asset I LLC
Profit Enhancement Systems Inc.
Projekt202 LLC
Proofpoint Inc.
Proskauer Rose LLP
Prospettive SRL
PubNub Inc.
Purple Label Fashion GmbH
PVH Heritage Brands Australia Pty. Ltd.
Quiq Inc.
Quisitive LLC
R4 Technologies Inc.
Racil C. Ltd.
Rakuten Marketing LLC
Randstad Technologies LLC
Rangle.io Inc.
Rasario LLC
Rawhide High Class Shoe Repair
Redeye SRL
RedPoint Global Inc.
Redscout
Reflexis Systems Inc.
Regina SRL
Rejina Pyo Ltd.
Reltio Inc.
Rene' Caovilla SPA
Reproductions Pellegrino SAS
Resources Connection LLC
Retail Property Trust, The
Retail Systems Resources Ltd.
Return Path Inc.
RGIS LLC
RichRelevance Inc.
Rigor Inc.
Rimini Street Inc.
Ripetta SRL
Riveron Consulting LP
RiverPay Inc.
Robles Heritage Inc.
ROC Enterprise Co. Ltd.
Rocha, Simone
Rockbot Inc.
Rocket Software (US) LLC
Rodo Firenze SRL
Rokh Ltd.
Romain Violeau
Rosantica SRL
RR&C Development Co.
Russell Reynolds Associates Inc.
Saks Potts
Salesfloor Inc.
Salle Privee BV
San Diego, City of (CA), Treasurer - Public Utilities
Sanchez Xammar, Luis Antonio
SAP America Inc.
Sapient Corp.
SAS Institute Inc.
Sawgrass Mills Phase II LP
ScanTexas
Scapic Innovations Private Ltd.
Select Express & Logistics
Selznick, Joan Keller
Sendero Business Services LP
Sensormatic Electronics Corp.
SessionM Inc.
Shinsegae Poiret

ShopRunner Inc.
Shops at the Bravern LLC, The
Short Hills Associates
Shyft Technologies Inc.
Signature Hospitality Services
Silicon Valley Product Group
Simon Data Inc.
Simonnot Godard
SIR the Label
Sitecore USA Inc.
Slalom LLC
SLG 625 Lessee LLC
SM Motor Service Inc.
Smalley Selznick, Barbara
Smart Lamp Inc.
Smooth Technologies Inc.
Smurfit Kappa North America LLC
SnapLogic Inc.
Snowflake Computing Inc.
Software AG USAInc.
Soltmate Ltd.
Solow Building Co. LLC
Somerset Collection Ltd. Partners
Sonian Inc.
Sourcelink Acquisition LLC
South Enterprises Ltd.
SPAL Soc Porcelanas Alcobaca
Spec-Built
Specialized Security Services Inc.
Speedcurve Ltd.
Speedy Messenger & Delivery LLC
Spend Management Experts LLC
SpendHQ LLC
Spinnaker Support LLC
Splunk Inc.
SPS Commerce Inc.
Square Root Inc.
SSG Societa Servizi Grafici SRL
SSOGEN Corp.
St. Piece Ltd.
Stalwart Homestyles
Stefano Bemer SRL
Stine Goya AS
Stored Value Solutions Inc.
StyleKeepers
Stylesage Inc.
Stylyze Inc.
Sugarloaf Mills LP
Sunbeam Development Corp.
Support Group Inc., The
Sweet Construction Corp.
Systemware Inc.
Syt Visual Conception Ltd.
Szklo Dekor sp ZOO
Tactica Partners, The
Tailor & Crafts Co. Ltd.
Taiwan Novelty Ltd.
Tanger Deer Park LLC
Tata America International Corp.
Taubman-Cherry Creek LP
Tealium Inc.
Technical Youth LLC
Technology Service Professionals Inc.
TEKsystems Inc.
TellApart Inc.
TFC Ltd.
Theatro Labs Inc.
Thoughtspot Inc.
Three Floor Ltd.
TIC Retail Properties-Fashion Island
Tockr LLC
Tomorrow Milano SRL
Top Service SRL
Township Building Services Inc.
Trackif LLC
Trane US Inc.
Transco Lines Inc.
Travel & Transport Inc.
Tribridge Holdings LLC
Tri-Ever Enterprise (HK) Co. Ltd.
TSP
TurnTo Networks Inc.
Twilio Inc.
Ubertejas LLC
UGAM Solutions SEZ Pvt Ltd.
Ultracor Inc.
Unifi Software Inc.
United States Postal Service
Unity Bond Inc.
Unravel Project SRL
Upside Corporation Pty. Ltd., The
Upstream Commerce Inc.

Urban Airship Inc.	Zumasys Inc.
Userzoom Inc.	Zyston LLC
UWS Post Oak LLC	
Valpeltro di Artale	
Valuealink LLC	
Vauthier, Alexandre	
Velveteen International Ltd.	
Venice SRL	
Veraction LLC	
Verint Americas Inc.	
Verizon Wireless	
Vertex Inc.	
ViaWest Inc.	
Village of Merrick Park LLC	
Visual Artist Ltd.	
Vita Kin Inc.	
VL Consulting DWC LLC	
VL Consulting DWC-LLC	
VNO Bergen Mall Owner LLC	
Voiant Group LLC	
VPMA Global Services LLC	
Vudumobile Inc.	
Walking Sticks SRL	
Wandler BV	
Waterline Data Science Inc.	
Webfilings LLC	
Weihnachtsland GMBH	
White Plains Linen	
William E. Connor & Associates Ltd.	
William E. Connor (Taiwan) Ltd.	
Wilson 151 Worth LLC	
Wipro Ltd.	
Workflowone LLC	
Workshop LA, The	
World Wide Shoes LLP	
World Wide Technology Inc.	
WVF-Paramount 745 Property LP	
Youshi Industrial Ltd.	
YRC Inc.	
Yuzefi	
Zaavya LLC	
Zendesk Inc.	
Zero11 SRL	
Zmags Corp.	
Zobboli Elio	
Zuhair Murad Suisse SA	

Schedule 2

Engagements with Potential Parties in Interest¹

Advantage Consulting Group Inc.
Akqa, Inc
Ala Moana Center Association
American Express
American International Group Inc.
Apollo Global Management Inc.
Ares Corporate Opportunities Fund III LP
Ares Corporate Opportunities Fund IV LP
Ares Management Corp.
Barclays plc
Benefit Street Partners LLC
BlueMountain Capital Management LLC
Calpine Corp.
Carousel Industries
Carousel Industries Of North America
CenterPoint Energy Inc.
CenturyLink Inc.
Centurylink Communications LLC
Champion Energy Services LLC
Cisco Systems Inc.
Cognizant Technology Solutions US Corp.
CPP Investment Board (USRE) Inc.
CPP Investment Board Private Holdings Inc.
CSC Optimum Holdings LLC
CVC Capital Partners Ltd.
Deutsche Bank AG
Deutsche Bank AG New York Branch
Dolphin Mall Associates LLC
DTE Energy Co.
Dynatrace Software Inc.
EMC Corp.
ENGIE SA

¹ Marc A. Beilinson, a member of the board of directors of the Debtors, is on the list of Potential Parties in Interest. Mr. Beilinson is a member of the board of directors of another client of Lazard and was also a member of the special committee of a board of directors that retained Lazard. Neither of the other companies referred to in the prior sentence are on the list of Potential Parties in Interest and in each case our engagement was or is unrelated to these chapter 11 cases.

Additionally, a member of the board of directors of Lazard's parent company, Lazard Ltd, is also a member of senior management of a foreign subsidiary of AT&T Inc., which is a Potential Party in Interest listed under the category "Utilities." AT&T Corp., DIRECTV Services, Directv LLC and BellSouth LLC, which are other subsidiaries of AT&T Inc., are also listed as Potential Parties in Interest under the categories "Utilities" and/or "Vendors & Contract Counterparties."

Fidelity Investments
Florida Power & Light Co.
Forbes Taubman Orlando LLC
Gas Co. LLC, The
GGP Ala Moana LLC - Ala Moana Center
GGP Ala Moana LLC
GGP Natick West LLC
Goldman Sachs & Co. LLC
Guggenheim Partners LLC
IBM Corp.
iProspect.com Inc.
Jersey Central Power & Light Co.
La Cantera Retail LP
Level 3 Communications LLC
Mugler, Thierry
National Union Fire Insurance Co.
National Union Fire Insurance Co. of Pittsburgh, PA
Newgistics Inc.
Oakbrook Shopping Center LLC
Pacific Gas & Electric Co.
Peoples Gas Light & Coke Co., The
Prudential Financial Inc.
Public Service Co. of Colorado Inc.
Resources Connection LLC
Rouse FS LLC
SAP America Inc.
Short Hills Associates
SnapLogic Inc.
Southern California Gas Co.
Southwest Gas Corp
Sprint Corp.
Tampa Westshore Associates LP
Tanger Deer Park Llc
TATA Consultancy Services Ltd.
Tata America International Corp.
Taubman-Cherry Creek LP
TPG Capital LP
TriEagle Energy LP
Tysons Galleria LLC
UGAM Solutions SEZ Pvt Ltd.
UMB Bank NA
Unifi Software Inc.
U.S. Bank NA
Verizon Communications Inc.
Verizon Wireless
Vince Holding Corp.

Washington Gas Light Co.
Westfield Garden State LLC
XL Insurance America Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)
NEIMAN MARCUS GROUP LTD LLC, *et al.*,¹) Chapter 11
Debtors.) Case No. 20-32519 (DRJ)
) (Jointly Administered)
)
) **Re: Docket No. __**

**ORDER (I) AUTHORIZING THE RETENTION OF
LAZARD FRÈRES & CO. LLC AS INVESTMENT BANKER,
EFFECTIVE AS OF THE PETITION DATE, (II) MODIFYING CERTAIN
TIME-KEEPING REQUIREMENTS, AND (III) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), authorizing the Debtors to (a) retain and employ Lazard Frères & Co. LLC (“Lazard”) as their investment banker, effective as of the Petition Date, on the terms and conditions set forth herein and in the Engagement Letter and Indemnification Letter, (b) modifying certain time-keeping requirements as set forth below, pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), and (c) granting related relief, all as more fully set forth in the Application and the Engagement Letter attached thereto as Exhibit 1; and upon the First Day

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Neiman Marcus Group LTD LLC (9435); Bergdorf Goodman Inc. (5530); Bergdorf Graphics, Inc. (9271); BG Productions, Inc. (3650); Mariposa Borrower, Inc. (9015); Mariposa Intermediate Holdings LLC (5829); NEMA Beverage Corporation (3412); NEMA Beverage Holding Corporation (9264); NEMA Beverage Parent Corporation (9262); NM Bermuda, LLC (2943); NM Financial Services, Inc. (2446); NM Nevada Trust (3700); NMG California Salon LLC (9242); NMG Florida Salon LLC (9269); NMG Global Mobility, Inc. (0664); NMG Notes PropCo LLC (1102); NMG Salon Holdings LLC (5236); NMG Salons LLC (1570); NMG Term Loan PropCo LLC (0786); NMG Texas Salon LLC (0318); NMGP, LLC (1558); The Neiman Marcus Group LLC (9509); The NMG Subsidiary LLC (6074); and Worth Avenue Leasing Company (5996). The Debtors' service address is: One Marcus Square, 1618 Main Street, Dallas, Texas 75201.

² Capitalized terms used and not defined herein have the meanings ascribed to them in the Application.

Declaration and the Cowan Declaration and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court finding that Lazard is a “disinterested person” as contemplated under sections 327 and 328 of the Bankruptcy Code and does not hold or represent any interest adverse to the Debtors’ estates with respect to the matters upon which it is to be employed; and this Court having found that the relief requested in the Application is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Application and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT,

1. The Application is granted as set forth in this Order.
2. The Debtors are authorized to retain Lazard as their investment banker, effective as of the Petition Date, under the terms and conditions set forth in the Engagement Letter and the Indemnification Letter.
3. All of Lazard’s compensation as set forth in the Engagement Letter—including, without limitation, the Monthly Fee, the Restructuring Fee, the Financing Fee, the Sale

Transaction Fee, and the Partial Sale Transaction Fee—and the expense-reimbursement, indemnification, contribution, and related obligations in the Engagement Letter and Indemnification Letter are approved pursuant to section 328(a) of the Bankruptcy Code, and Lazard shall be compensated, reimbursed, and indemnified pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of, and at the times specified in, the Engagement Letter.

4. Lazard shall file interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, provided that Lazard shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code, and Lazard's fees and expenses shall not be subject to review under the standard set forth in section 330 of the Bankruptcy Code.

5. Notwithstanding anything to the contrary herein, the U.S. Trustee retains all rights to object to Lazard's interim and final fee applications (including expense reimbursement) on all grounds, including the reasonableness standard provided for in section 330 of the Bankruptcy Code.

6. Lazard shall be excused from keeping time records for services rendered in one-tenth-hour (.1) increments and instead shall only be required to maintain time records in half-hour (.5) increments in summary format.

7. None of the fees payable to Lazard shall constitute a "bonus" or fee enhancement under applicable law.

8. In accordance with the terms set forth in the Application and the Engagement Letter, the Debtors shall promptly reimburse Lazard for all reasonable expenses incurred by

Lazard and the reasonable fees and expenses of outside counsel, if any, retained by Lazard. If Lazard seeks reimbursement for attorneys' fees pursuant to the terms of the Engagement Letter or the Indemnification Letter, the invoices and supporting time records from such attorneys shall be included in Lazard's own interim and final fee applications, and such invoices and time records shall be subject to (a) the guidelines promulgated by the U.S. Trustee for compensation and reimbursement of expenses and (b) approval by the Bankruptcy Court under sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Lazard shall only be reimbursed for any legal fees incurred in connection with these chapter 11 cases to the extent permitted under applicable law and the decisions of this Court.

9. The indemnification and other provisions set forth in the Indemnification Letter are approved, subject during the pendency of these chapter 11 cases to the following:

- (a) subject to the provisions of subparagraphs (b) and (c) below, the Debtors are authorized to indemnify, and to provide contribution and reimbursement to, and shall indemnify, and provide contribution and reimbursement to, the Indemnified Persons (as defined in the Indemnification Letter) in accordance with the Indemnification Letter for any claim arising from, related to, or in connection with the services provided for in the Engagement Letter;
- (b) notwithstanding subparagraph (a) above or any provisions of the Engagement Letter or Indemnification Letter to the contrary, the Debtors shall have no obligation to indemnify an Indemnified Person or provide contribution or reimbursement to an Indemnified Person (i) for any claim or expense that is judicially determined (the determination having become final) to have arisen from such Indemnified Person's bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct, (ii) for a contractual dispute in which the Debtors allege the breach of Lazard's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible as a result of *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) for any claim or expense that is settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above,

but determined by this Court, after notice and a hearing pursuant to subparagraph (c) *infra*, to be a claim or expense for which such Indemnified Person should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter and Indemnification Letter, as modified by this Order; and

(c) if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Debtors' cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing the Debtors' chapter 11 cases, Lazard believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Indemnification Letter, as modified by this Order, including without limitation the advancement of defense costs, Lazard must file an application therefore in this Court, and the Debtors may not pay any such amounts to Lazard before the entry of an order by this Court approving such payment. This subparagraph (c) is intended only to specify the period during which the Court shall have jurisdiction over any request by Lazard for indemnification, contribution or reimbursement and is not a provision limiting the duration of the Debtors' obligation to indemnify.

10. To the extent that there may be any inconsistency between the terms of the Application, the Engagement Letter, the Indemnification Letter, and this Order, the terms of this Order shall govern.

11. Notice of the Application satisfies the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

12. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

13. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

14. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Houston, Texas
Dated: _____, 2020

JUDGE DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Engagement Letter

LAZARD

Lazard Frères & Co. LLC

300 N. LaSalle Street
23rd Floor
Chicago, IL 60654
(312) 407-6600

March 15, 2020

Mariposa Intermediate Holdings LLC
1618 Main Street
Dallas, Texas 75201
tracy_preston@neimanmarcus.com

Attention: Tracy Preston
Senior Vice President, General Counsel and Corporate Secretary

Dear Ms. Preston:

This letter agreement (the “Agreement”) confirms the understanding and agreement between Lazard Frères & Co. LLC (“Lazard”) and Mariposa Intermediate Holdings LLC (“Neiman Marcus”) and its controlled subsidiaries (collectively with any entity formed or used for the purposes set forth herein, the “Company”).

The Company hereby retains Lazard as investment banker effective as of the date indicated above in connection with any Financing, Sale Transaction, and/or Restructuring (each as defined herein and each a “Transaction”, and collectively, the “Transactions”) on the terms set forth herein. By signing this Agreement, Lazard hereby accepts its appointment as investment banker under the terms hereof.

Description of Services:

1. Lazard agrees, in consideration of the compensation provided in Section 2 below, to perform such of the following investment banking services as the Company may reasonably request, including:

- (a) Reviewing and analyzing the Company’s business, operations, and financial projections;
- (b) Evaluating the Company’s potential debt capacity in light of its projected cash flows;
- (c) Assisting in the determination of a target capital structure for the Company;
- (d) Assisting in the determination of a range of values for the Company on a going-concern basis;

- (e) Evaluating the financial terms of any proposed Transaction;
- (f) Assisting in analyzing potential liability management transactions or other capital structure alternatives, including any Sale Transaction, Restructuring, and/or Financing, among others;
- (g) Advising on tactics and strategies for negotiating with Transaction counterparties and/or the Company's Stakeholders (as defined below);
- (h) Rendering financial advice and participating in meetings or negotiations with the Company's Stakeholders and/or rating agencies or other appropriate parties in connection with any Transaction;
- (i) Assisting in preparing documentation within our area of expertise that is required in connection with any Transaction;
- (j) Advising on the timing, nature, and terms of new securities, other consideration or other inducements to be offered pursuant to any Transaction;
- (k) Advising and assisting the Company in evaluating any potential Financing by the Company, and, subject to Lazard's agreement so to act and, if requested by Lazard, to execution of appropriate agreements, on behalf of the Company, contacting potential sources of capital as the Company may designate and assisting the Company in implementing such Financing;
- (l) Assisting the Company in identifying and evaluating candidates for any potential Sale Transaction, advising in connection with negotiations, and aiding in the consummation of any Sale Transaction;
- (m) Attending meetings of the Board of Directors (or other governing body) of Neiman Marcus or the relevant Company entity with respect to matters on which we have been engaged to advise hereunder;
- (n) Providing testimony, as necessary, with respect to matters on which we have been engaged to advise hereunder in any proceeding before the Bankruptcy Court; and
- (o) Providing the Company with other advice relevant to the foregoing.

Fees:

2. As consideration for the services to be provided, the Company shall pay Lazard the following fees:

- (a) A monthly fee of \$225,000 (the "Monthly Fee"), payable on the first day of each month until the earlier of the consummation of a Restructuring, a Sale Transaction incorporating all or a majority of the assets or all or a majority or controlling interest in the equity securities of the Company, or the

termination of Lazard's engagement pursuant to Section 10 herein. The Monthly Fee payable with respect to the month in which this Agreement is executed shall be pro-rated based on the number of days from and including the date of execution until the end of the month. Fifty percent (50%) of all Monthly Fees paid in excess of 1,350,000 shall be credited (without duplication) against any Restructuring Fee, Sale Transaction Fee, Partial Sale Transaction Fee, or Financing Fee payable; provided, that, in the event of a Chapter 11 filing, any credit shall be reduced dollar for dollar to the extent that such Restructuring Fees, Sale Transaction Fees, Partial Sale Transaction Fees, or Financing Fees are not approved in their entirety by the Bankruptcy Court, if applicable.

- (b) A fee equal to \$15,000,000, payable upon the consummation of a Restructuring (the "Restructuring Fee").
- (c) A fee (each a "Financing Fee") equal to the total gross proceeds provided for in any Financing (including all amounts committed but not drawn down under credit lines or other facilities) multiplied by (i) 1.0% with respect to any senior secured debt or government financing, (ii) 2.0% with respect to any junior secured or unsecured debt or government financing, or (iii) 3.0% with respect to any other financing. Each Financing Fee shall be payable upon consummation of the Financing; provided, however, that with respect to any "debtor-in-possession" Financing, the Financing Fee shall be paid upon the earlier of signing a commitment letter or signing definitive documentation for such Financing. Fifty percent of any Financing Fee(s) paid shall be credited (without duplication) against any Restructuring Fee subsequently payable; provided, that in the event of a Chapter 11 filing, such credit shall be reduced dollar for dollar to the extent that such Restructuring Fee is not approved in its entirety by the Bankruptcy Court, if applicable.
- (d)
 - (i) If, whether in connection with the consummation of a Restructuring or otherwise, the Company consummates a Sale Transaction incorporating all or a majority of the assets or all or a majority or controlling interest in the equity securities of the Company, a fee (the "Sale Transaction Fee"), payable upon consummation of such Sale Transaction, equal to the greater of (A) the fee calculated as set forth in Schedule I hereto based on the Aggregate Consideration of such Sale Transaction or (B) \$15,000,000.
 - (ii) If, whether in connection with the consummation of a Restructuring or otherwise, the Company consummates any Sale Transaction not covered by clause (i) above, a fee (each a "Partial Sale Transaction Fee"), payable upon consummation of each such Sale Transaction, equal to the greater of (A) the fee calculated as set forth in Schedule I hereto based on the Aggregate Consideration of such Sale Transaction or (B) \$1,000,000. Fifty percent (50%) of any Partial Sale Transaction Fee paid shall be credited (without duplication) against any Restructuring Fee or Sale Transaction Fee

subsequently payable; provided, that, in the event of a Chapter 11 filing, any such credit shall be reduced dollar for dollar to the extent that such Restructuring Fee or Sale Transaction Fee is not approved in its entirety by the Bankruptcy Court, if applicable.

- (e) For the avoidance of any doubt, (i) fees may be payable pursuant to all of clauses (a) through (d) above and (ii) more than one fee may be payable pursuant to clauses (a), (c), and (d)(ii) above; provided, that to the extent a transaction qualifies as both a Restructuring and a Sale Transaction described in subparagraph (d)(i) above, Lazard shall only be entitled to the higher of the Restructuring Fee and Sale Transaction Fee payable on account of such transaction (and not both).
- (f) In addition to any fees that may be payable to Lazard and, regardless of whether any Transaction occurs, the Company shall promptly reimburse Lazard for all reasonable document production charges and reasonable out of pocket expenses incurred by Lazard prior to any termination or expiration of this engagement and specifically related to its engagement hereunder (including travel and lodging, data processing and communications charges, courier services, and other expenditures, but excluding any corporate overhead or similar administrative charges) and the reasonable fees and expenses of counsel, if any, retained by Lazard. In no case shall the Company be obligated to reimburse such expenses of Lazard and its affiliates to the extent (i) any such single expense or series of related expenses exceeds \$30,000 and (ii) the total amount of all such expenses exceeds \$150,000, unless, in each case, Neiman Marcus has provided its written consent (which shall not be unreasonably withheld). If the Company so requests, Lazard shall provide the Company with reasonably detailed documentation of expenses submitted for reimbursement.
- (g) As part of the compensation payable to Lazard hereunder, the Company and Lazard agree to the indemnification, reimbursement, contribution, and other provisions attached as Addendum A to the letter agreement among Lazard, Proskauer, and the Company dated as of March 9, 2017 (the "Indemnification Letter"), which remains in full force and effect. Such provisions are incorporated herein in their entirety and shall apply to Lazard's engagement hereunder. For the avoidance of any doubt, it is agreed that the expense limitations set forth in clause (f) above shall not apply to the Indemnification Letter. The Indemnification Letter shall survive any termination or expiration of our engagement hereunder.
- (h) All amounts referenced hereunder reflect United States currency and shall be paid promptly in cash after such amounts accrue hereunder.

Retention in Chapter 11 Proceedings:

- 4. In the event of the commencement of Chapter 11 proceedings with respect to the

Company, the Company agrees that it will use best efforts to obtain prompt authorization from the Bankruptcy Court to retain Lazard on the terms and conditions set forth in this Agreement under the provisions of Section 328(a) of the Bankruptcy Code. Subject to being so retained, Lazard agrees that during the pendency of any such proceedings, it shall continue to perform its obligations under this Agreement and that it shall file interim and final applications for allowance of the fees and expenses payable to it under the terms of this Agreement pursuant to the applicable Federal Rules of Bankruptcy Procedure, and the local rules and order of the Bankruptcy Court. The Company shall supply Lazard with a draft of the application and proposed retention order authorizing Lazard's retention sufficiently in advance of the filing of such application and proposed order to enable Lazard and its counsel to review and comment thereon. Lazard shall be under no obligation to provide any services under this agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless Lazard's retention under the terms of this Agreement is approved under section 328(a) of the Bankruptcy Code by final order of the Bankruptcy Court, which order is acceptable to Lazard. The retention application shall note that in so agreeing to seek Lazard's retention under Section 328(a) of the Bankruptcy Code, the Company acknowledges that it believes that Lazard's general restructuring experience and expertise, its knowledge of the capital markets and its merger and acquisition capabilities will inure to the benefit of the Company in pursuing any Restructuring, Sale Transaction or Financing, that the value to the Company of Lazard's services hereunder derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the deferred fees, including the Restructuring Fee, Sale Transaction Fee, Partial Sale Transaction Fee, and Financing Fee, is reasonable regardless of the number of hours to be expended by Lazard's professionals in the performance of the services to be provided hereunder, and that the deferred fees shall not be considered to be "bonuses" or fee enhancements under applicable law.

Other:

5. No fee payable to any third party, by the Company or any other person or entity, shall reduce or otherwise affect any fee payable hereunder to us.
6. Prior to the termination of this Agreement, the Company will furnish or cause to be furnished to Lazard such current and historical financial information and other information regarding the business of the Company as Lazard may reasonably request in connection with this engagement. To the best of Neiman Marcus's knowledge, all of the foregoing information will be accurate and complete in all material respects at the time it is furnished, and Neiman Marcus agrees to keep Lazard advised of all developments materially affecting the Company or its financial position reasonably promptly upon becoming aware thereof. In performing its services pursuant to this Agreement, Lazard shall be entitled to rely upon information furnished to it by or on behalf of the Company or any third party and information that is publicly available, may assume the accuracy and completeness of such information, and shall not assume any responsibility for independent verification of any such information. Lazard will not, as part of its engagement, undertake any independent valuation or appraisal of any of the assets or liabilities of the Company or of any third party.

7. Neiman Marcus will retain complete and final control of all key decisions in connection with any Transaction, including whether or not to pursue or effect any Transaction. In performing its services pursuant to this Agreement, Lazard is not assuming any responsibility for the decision

of the Company or any other party to pursue (or not to pursue) any business strategy or to effect (or not to effect) any Transaction or other transaction. Lazard shall not have any obligation or responsibility to provide “crisis management” for or business consultant services to the Company, and shall have no responsibility for designing or implementing operating, organizational, administrative, cash management, or liquidity improvements; nor shall Lazard be responsible for providing or deemed to have provided any tax, accounting, actuarial, legal, or other specialist advice.

8. Nothing contained in this Agreement shall constitute an express or implied commitment by Lazard or any of our affiliates to underwrite, place or purchase any securities in a financing or otherwise, which commitment shall only be set forth in a separate underwriting, placement agency or purchase agreement, as applicable, relating to the financing.

9. In the event that Lazard receives an inquiry during the term of our engagement concerning any Transaction, we will promptly inform Neiman Marcus of such inquiry.

10. Our engagement hereunder will automatically expire on consummation of a Restructuring and may be earlier terminated by Neiman Marcus or Lazard only upon written notice by Neiman Marcus to Lazard or by Lazard to Neiman Marcus at any time (and, for the avoidance of doubt, not by any other action, conduct or event), for any reason without liability or continuing obligation to the Company or Lazard following any termination or expiration, except that (a) following any termination or expiration of our engagement we shall remain entitled to (i) any accrued but not yet paid Monthly Fees, (ii) any fees accrued pursuant to Section 2 hereof with respect to a Transaction that are not yet paid prior to such termination or expiration and (iii) reimbursement of expenses incurred prior to such termination or expiration in accordance with Section 2(f), and (b) in the case of termination by Neiman Marcus or expiration, we shall remain entitled to full payment of all fees contemplated by Section 2 hereof in respect of (i) any Transaction that is consummated during the twelve month period following such termination or expiration (ii) any Transaction with respect to which a definitive agreement is entered into during the term of our engagement hereunder or the twelve month period following such termination or expiration if such definitive agreement subsequently results in a Transaction that is consummated. Notwithstanding any other provision of this Agreement, in no event shall Lazard be entitled to any fee in respect of any Transaction consummated after a termination of our engagement by Neiman Marcus as the result of Lazard’s (or any other Indemnified Person’s) material breach of this Agreement, gross negligence, fraud, or willful misconduct.

11. Lazard has been retained under this Agreement as an independent contractor, and nothing herein is intended to confer any rights or remedies as against Lazard upon any person (including the management, Board of Directors, employees, Sponsors or other securityholders, and creditors of the Company) other than Neiman Marcus. In addition, it is understood and agreed that this Agreement and our engagement do not create a fiduciary relationship between Lazard and any person, including the Company or its management, Board of Directors, employees, Sponsors, or other securityholders and creditors. No one, other than the senior management or the Board of Directors (or other governing body) of Neiman Marcus or the relevant Company entity (in each case, in their capacities as such) is authorized to rely upon the Company’s engagement of Lazard or any statements, advice, opinions, or conduct by Lazard. Without limiting the foregoing, any advice, written or oral, rendered in the course of the Company’s engagement of Lazard is solely

for the purpose of assisting the senior management or the Board of Directors (or other governing body) of Neiman Marcus or the relevant Company entity (in each case, in their capacities as such) in evaluating any Transaction and does not constitute a recommendation to any interested person that such person might or should take any action in connection with any Transaction. The Company agrees that, notwithstanding any termination of our engagement, any advice, written or oral, rendered by Lazard and the terms of our engagement hereunder may not be disclosed publicly or made available to third parties without the prior written consent of Lazard (not to be unreasonably withheld) except (a) for disclosures on a confidential basis to each Company entity's respective affiliates, directors, officers and employees, advisors or counsel who need to know such information and (b) as requested or required to be disclosed pursuant to applicable laws (subject to prior consultation with Lazard to the extent practicable). Notwithstanding the foregoing, nothing herein shall prohibit the Company from disclosing to any and all persons the tax treatment and tax structure of any transaction and the portions of any materials that relate to such tax treatment or tax structure.

12. Lazard acknowledges that the engagement of Lazard, including Lazard's discussions with the Company, and Lazard's work on the engagement, is intended to be subject to the attorney client privilege, work-product privilege and any other applicable privilege(s). Lazard and its affiliates will not disclose to any third party nonpublic information received in connection with our engagement hereunder with respect to the Company, the Sponsors (as defined below) or any potential Transaction as long as it remains nonpublic (and is not made public by action or omission by Lazard, its affiliates or any of their respective agents or representatives), except (a) as otherwise required by subpoena or court order or otherwise required by law or regulation, including private disclosure to its financial regulatory authorities and (b) with Neiman Marcus' consent. Lazard and its affiliates will have no confidentiality obligations with respect to any information that (i) is or becomes generally available to the public other than as a result of a disclosure by Lazard or its affiliates in violation of this Agreement or (ii) is or becomes available to Lazard or its affiliates from a source other than the Company, the Sponsor or any of their respective directors, managers, officers, employees, advisors or other representatives, which source is not known by Lazard, acting reasonably, to be violating a confidentiality obligation to any of the Company, the Sponsors or any other person with respect to such information. For the avoidance of any doubt, it is agreed that this Section 12 supersedes the confidentiality provisions set forth in the letter agreement dated August 28, 2018, among Proskauer Rose LLP, Neiman Marcus and Lazard (the "Original Agreement"), which terminated upon consummation of the Transaction contemplated in the Original Agreement. In connection with the services to be provided hereunder, Lazard may employ the services of its affiliates and may share with any such entity any information concerning the Company, provided that Lazard and such entities shall hold any nonpublic information confidential in accordance with their respective customary policies relating to nonpublic information and their obligations hereunder. Any such affiliate so employed shall be entitled to all of the benefits afforded to Lazard hereunder and under the Indemnification Letter and shall be entitled to be reimbursed for its expenses as set forth in Section 2(f) hereof.

13. The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of each Company entity, Lazard, and any other person entitled to indemnity under the Indemnification Letter. This Agreement and the related Indemnification Letter embody the entire agreement and understanding among the parties hereto and supersede any and all prior agreements, arrangements, and understandings related to the matters provided for herein (including, without

limitation, the prior engagement letters dated as of March 9, 2017 and August 8, 2018, provided, that Lazard remains entitled to any fees accrued pursuant thereto prior to the date hereof and no amounts paid pursuant to the such prior engagement letters will be credited against any amounts payable pursuant to this Agreement). The Company's obligations hereunder shall be joint and several. No waiver, amendment, or other modification of this agreement shall be effective unless in writing and signed by each party to be bound thereby.

14. This Agreement and any claim related directly or indirectly to this Agreement (including any claim concerning advice provided pursuant to our engagement hereunder) shall be governed by and construed in accordance with the laws of the State of New York without regard to the principle of conflicts of law. No such claim shall be commenced, prosecuted or continued in any forum other than the courts of the State of New York located in the City and County of New York or the United States District Court for the Southern District of New York, and each of the parties hereby submits to the jurisdiction of such courts. Each party hereby waives on behalf of itself and its successors and assigns any and all right to argue that the choice of forum provision is or has become unreasonable in any legal proceeding. Each party waives all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort, or otherwise) related to or arising out of this Agreement or the engagement of Lazard pursuant to, or the performance by Lazard of the services contemplated by, this Agreement.

Definitions

17. The term "Restructuring" means any restructuring, reorganization (whether or not pursuant to Chapter 11 of the United States Bankruptcy Code) and/or recapitalization of all or a significant portion of the Company's outstanding indebtedness (including bank debt, bond debt, and other on and off balance sheet indebtedness), preferred stock, trade claims, leases (both on and off balance sheet), litigation-related claims and obligations, or other liabilities (collectively, the "Existing Obligations"), however achieved, including, without limitation, through a solicitation of waivers and consents from the holders of Existing Obligations (collectively, the "Stakeholders"); rescheduling of the maturities of Existing Obligations; a change in interest rates, repurchase, settlement or forgiveness of Existing Obligations; conversion of Existing Obligations into equity or other securities; an exchange offer involving the issuance of new securities in exchange for Existing Obligations; the issuance of new securities, sale or disposition of assets, sale of debt or equity securities or other interests or other similar transaction or series of transactions.

18. The term "Sale Transaction" means any transaction or series of transactions involving (a) an acquisition, merger, consolidation, or other business combination pursuant to which the business or assets of the Company are, directly or indirectly, combined with another company; (b) the acquisition, directly or indirectly, by a buyer or buyers (which term shall include a "group" of persons as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended), of equity interests or options, or any combination thereof constituting a majority of the then outstanding stock of the Company or possessing a majority of the then outstanding voting power of the Company (except as may occur with current Stakeholders pursuant to a Restructuring); (c) any other purchase, acquisition, agreement or commitment to guaranty to sell, directly or indirectly, by a buyer or buyers (including, without limitation, any liquidator that participates in a sale process) of significant assets, securities or interests of the Company (including business units encompassing geographic areas of operations), or (d) the formation of a joint venture

or partnership with the Company or direct investment in the Company for the purpose of effecting a transfer of an interest in the Company to a third party. For purposes hereof, any sale of newly issued securities (including securities held in treasury) shall be deemed a Financing and not a Sale Transaction. Notwithstanding anything to the contrary in this agreement or any prior agreements, arrangements, and understandings among the parties hereto or their predecessors or affiliates related to the matters provided for herein (including the prior engagement letter dated as of March 9, 2017, by and among Lazard, Neiman Marcus and Kirkland & Ellis LLP (as successor in interest to Proskauer Rose LLP), as amended and restated on August 8, 2018 (the “2017 Engagement Letter”) and the prior engagement letter dated as of May 21, 2019, by and between Lazard & Co., Limited and Mariposa Luxembourg II S.à.r.l. (the “2019 Engagement Letter”)), (i) Lazard is not being retained pursuant to this Agreement with respect to the pursuit of any transaction that takes the form of substantially only the sale, transfer or other disposition of any of the equity securities, assets or businesses of the mytheresa.com business and (ii) to the extent that the “tail” provisions set forth in Section 9(b) of the 2017 Engagement Letter and the second sentence of Section 9 of the 2019 Engagement Letter could potentially cover any such a disposition, the parties hereto deem such “tail” provisions to be null and void and agree that the Company shall have no payment or other obligations as a result thereof.

19. The term “Financing” means any transaction or series of transactions involving the public or private issuance, sale, or placement of newly-issued (including securities held in treasury) equity, equity-linked, debt or other securities, instruments, or obligations of the Company, as well as any federal, state or local government loan, grant or investment, and including, without limitation, any debtor-in-possession financing or exit financing in connection with chapter 11 proceedings with respect to the Company. A “Financing” shall not include proceeds funded by the Sponsors.

20. The term “Aggregate Consideration” means (x) the total amount of cash and the fair market value (on the date of payment) of all of the property paid and payable (including amounts paid into escrow) in connection with the Sale Transaction (or any related transaction), including amounts paid and payable in respect of convertible securities, preferred equity securities, warrants, stock appreciation rights, option or similar rights, whether or not vested, plus (y) the principal amount of all indebtedness for borrowed money or other liabilities of the Company or relevant Company entity, as applicable, as set forth on the most recent balance sheet, or, in case of the sale of assets, all indebtedness for borrowed money or other liabilities assumed, cancelled, exchanged or forgiven by a third party. Aggregate Consideration shall also include the aggregate amount of any dividends or other distributions declared by the Company or relevant Company entity, as applicable, after the date hereof other than normal quarterly cash dividends, and, in the case of the sale of assets, the net value of any current assets not sold by the Company or relevant Company entity, as applicable. For purposes of calculating Aggregate Consideration, (i) all shares will be deemed transferred where a Sale Transaction is effected by the transfer of shares, (a) constituting more than 30% of the then outstanding equity securities of or equity interest in the Company or relevant Company entity, as applicable, or (b) possessing more than 30% of the then outstanding voting power of the outstanding equity securities of or equity interest in the Company or relevant Company entity, as applicable, (ii) in the event of any credit bid or other contribution or exchange of Existing Obligations, the face amount of the debt so credited shall be the face value, and (iii) the value of securities (whether debt or equity) that are freely tradable in an established public market will be determined on the basis of the average closing price in such market for the 10

trading days prior to the closing of the Sale Transaction (the “Valuation Date”), the value of securities that have no established public market or other property will be the fair market value of such securities or other property on such Valuation Date; provided that any restricted stock (i.e., stock in a public company not freely tradeable) received shall be valued at 85% of the public market price of such stock. Aggregate Consideration shall also be deemed to include pension liabilities and guarantees of monies borrowed assumed, cancelled, exchanged or forgiven directly or indirectly by a third party. If the Aggregate Consideration is subject to increase by contingent payments related to future events, the portion of our fee relating thereto shall be calculated by us in good faith and paid to us upon consummation of the Sale Transaction.

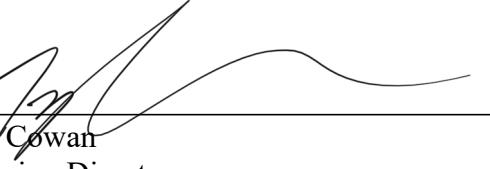
21. The term “Sponsors” shall mean any of (a) Ares Corporate Opportunity Fund III, L.P., Ares Corporate Opportunities Fund IV, L.P., or the Canada Pension Plan Investment Board, and any of their respective controlled affiliates, or (b) any private equity funds or private pooled investment vehicles managed or advised by the direct management company of (x) any of them or (y) any of their respective controlled affiliates, but not including any operating portfolio company of any of the foregoing.

[Signature Page Follows]

If the foregoing Agreement is in accordance with your understanding of the terms of our engagement, please sign and return to us the enclosed duplicate hereof.

Very truly yours,

LAZARD FRERES & CO. LLC

By: 
Tyler Cowan
Managing Director

AGREED TO AND ACCEPTED
as of the date first written above:

MARIPOSA INTERMEDIATE HOLDINGS LLC, on behalf of itself
and its controlled subsidiaries

By. _____
Tracy Preston
Senior Vice President, General Counsel
and Corporate Secretary

If the foregoing Agreement is in accordance with your understanding of the terms of our engagement, please sign and return to us the enclosed duplicate hereof.

Very truly yours,

LAZARD FRERES & CO. LLC

By: _____

Tyler Cowan
Managing Director

AGREED TO AND ACCEPTED
as of the date first written above:

MARIPOSA INTERMEDIATE HOLDINGS LLC, on behalf of itself
and its controlled subsidiaries

By. Tracy U. Preston

Tracy Preston
Senior Vice President, General Counsel
and Corporate Secretary

SCHEDULE IFees for Sale Transaction

The following table outlines the Sale Transaction fee schedule. The total fee shall be equal to the applicable percentage of the Aggregate Consideration set forth below, and for any transaction involving Aggregate Consideration between the thresholds set forth below, the fee shall be determined by interpolating between the two closest percentages.

Aggregate Consideration (millions)	Applicable Fee %
\$5,000 or higher	0.52%
4,000	0.58%
3,000	0.67%
2,000	0.78%
1,000	1.15%
900	1.20%
800	1.25%
700	1.30%
600	1.40%
500	1.45%
400	1.50%
300	1.58%
200	1.70%
100	2.00%
25	2.50%

Exhibit 2

Indemnification Letter

As of March 9, 2017

Mariposa Intermediate Holdings LLC
1618 Main Street
Dallas, TX 75201
Attention: Tracy Preston

Ladies and Gentlemen:

In connection with our engagement to advise and assist Proskauer Rose LLP ("Proskauer") and Mariposa Intermediate Holdings LLC ("you" or "Neiman Marcus") and its controlled subsidiaries with the matters set forth in the engagement letter of even date herewith, you and we are entering into this agreement. It is understood and agreed that in the event that Lazard Frères & Co. LLC or any of our affiliates, or any of our or their respective directors, officers, members, employees, agents, or controlling persons, if any (each of the foregoing, including Lazard Frères & Co. LLC, being an "Indemnified Person"), become involved in any capacity in any action, claim, proceeding, or investigation (an "Action") brought or threatened by or against any person, including your securityholders, in each case, related to, arising out of, or in connection with our engagement, you will promptly reimburse each such Indemnified Person for its reasonable, out-of-pocket legal and other expenses (including the reasonable, out-of-pocket cost of any investigation and preparation) promptly after receipt of invoices with reasonable descriptions thereof; provided that the Indemnified Persons shall not be entitled to any such reimbursement to the extent that any such expenses are found by a court of competent jurisdiction in a judgment which has become final (in that it is no longer subject to appeal or review) to have resulted from an Indemnified Person's fraud, bad faith, willful misconduct or gross negligence. You will indemnify and hold harmless each Indemnified Person from and against any losses, claims, damages, liabilities, or expenses to which any Indemnified Person may become subject under any applicable federal or state law, or otherwise, in each case, related to, arising out of, or in connection with our engagement, whether or not any pending or threatened Action giving rise to such losses, claims, damages, liabilities, or expenses is initiated or brought by you or on your behalf and whether or not in connection with any Action in which you or any such Indemnified Person are a party, except to the extent that any such loss, claim, damage, liability, or expense is found by a court of competent jurisdiction in a judgment which has become final (in that it is no longer subject to appeal or review) to have resulted from an Indemnified Person's fraud, bad faith, willful misconduct or gross negligence. Notwithstanding anything to the contrary in this agreement, to the extent that an Indemnified Person is found by a court of competent jurisdiction to be not entitled to indemnification in respect of a loss, claim, damage, liability or expense in accordance with the previous sentence, we or such Indemnified Person will promptly repay to you (i) any indemnification payments made by you under this agreement with respect thereto and (ii) any expenses previously reimbursed by you under this agreement that were primarily related thereto. You also agree that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort, or otherwise) to you or your securityholders or creditors related to, arising out of, or in connection with our engagement except to the extent that any loss, claim, damage, or liability is found by a court of competent jurisdiction in a judgment which has become final (in that it is no longer subject to appeal or review) to have resulted from such

Indemnified Person's fraud, bad faith, willful misconduct or gross negligence.

We or an Indemnified Person shall notify Proskauer and/or Neiman Marcus in writing promptly after receipt by an Indemnified Person of notice of the commencement of any Action with respect to which reimbursement or indemnification is being sought hereunder; provided that the omission so to notify Proskauer and Neiman Marcus will not relieve you from any liability which you may have, except to the extent you have been actually prejudiced by such omission. Neiman Marcus shall be entitled to participate in or assume the defense of, any such Action. If Neiman Marcus assumes the defense of any Action, except as provided below, you thereafter shall not be responsible for any costs, fees or expenses of any separate counsel retained by such Indemnified Person in connection with such Action. Notwithstanding the foregoing, Neiman Marcus may not assume the defense and we or the Indemnified Persons shall have the right to employ separate counsel in the defense of such Action, and you shall bear the reasonable, out-of-pocket legal and other expenses of such separate counsel if (i) the use of counsel chosen by Neiman Marcus to represent such Indemnified Person would present such counsel with a conflict of interest or (ii) Neiman Marcus has provided prior written authorization to such Indemnified Person to employ separate counsel at Neiman Marcus's expense. Notwithstanding any provision herein, in no event shall Neiman Marcus be responsible for any fees, costs or expenses of more than one counsel (plus one local counsel in any jurisdiction where necessary) retained by us for all Indemnified Persons in connection with any Action.

If for any reason the foregoing indemnification is held unenforceable or is otherwise unavailable (other than due to an Indemnified Person's fraud, bad faith, willful misconduct or gross negligence), then you shall contribute to the loss, claim, damage, liability, or expense for which such indemnification is held unenforceable in such proportion as is appropriate to reflect the relative benefits received, or sought to be received, by you and your securityholders and creditors on the one hand and the Indemnified Persons on the other hand in the matters contemplated by our engagement as well as the relative fault of yourselves and such persons with respect to such loss, claim, damage, liability, or expense and any other relevant equitable considerations. You agree that for the purposes hereof (other than in connection with an Indemnified Person's fraud, bad faith, willful misconduct or gross negligence), the relative benefits received, or sought to be received, by you and your securityholders and creditors and the Indemnified Persons shall be deemed to be in the same proportion as (i) the total value paid or proposed to be paid by or to you and your securityholders and creditors, as the case may be, pursuant to any transaction (whether or not consummated) for which we have been engaged to perform investment banking services bears to (ii) the fees paid or proposed to be paid to us in connection with such engagement; *provided*, however, that to the extent permitted by applicable law, in no event shall we or any other Indemnified Person be required to contribute an aggregate amount in excess of the aggregate fees actually paid to us for such investment banking services. Your reimbursement, indemnity, and contribution obligations under this agreement shall be joint and several, shall be in addition to any liability which you may otherwise have, shall not be limited by any rights we or any other Indemnified Person may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs, and personal representatives of yourselves, ourselves, and any other Indemnified Persons.

You agree that, without our prior written consent (which will not be unreasonably withheld), you will not settle, compromise, or consent to the entry of any judgment in any

pending or threatened Action in respect of which indemnification or contribution could reasonably be sought hereunder (whether or not we or any other Indemnified Persons are an actual or potential party to such Action), unless such settlement, compromise, or consent includes an unconditional release of each Indemnified Person from all liability arising out of such Action. No Indemnified Person seeking indemnification, reimbursement or contribution under this agreement will, without Neiman Marcus's prior written consent (which will not be unreasonably withheld), agree to the settlement of any Action. No waiver, amendment, or other modification of this agreement shall be effective unless in writing and signed by each party to be bound thereby. This agreement and any claim related directly or indirectly to this agreement shall be governed and construed in accordance with the laws of the State of New York (without giving regard to the conflicts of law provisions thereof). No such claim shall be commenced, prosecuted, or continued in any forum other than the courts of the State of New York located in the City and County of New York or the United States District Court for the Southern District of New York, and each of us hereby submits to the jurisdiction of such courts. Each party hereby waives on behalf of itself and its successors and assigns any and all right to argue that the choice of forum provision is or has become unreasonable. Each party (on its own behalf and, to the extent permitted by applicable law, on behalf of its securityholders and creditors) waive all right to trial by jury in any Action (whether based upon contract, tort, or otherwise) related to, arising out of, or in connection with this agreement or our engagement. This agreement shall remain in effect indefinitely, notwithstanding any termination of our engagement. Each party agrees that Proskauer is not a party to this agreement and in no event will Proskauer have any obligations or liability hereunder.

Very truly yours,

LAZARD FRERES & CO. LLC

By 
David S. Kurtz
Vice Chairman

AGREED TO AND ACCEPTED
as of the date first above written:

MARIPOSA INTERMEDIATE HOLDINGS LLC, on behalf of itself
and its controlled subsidiaries

By: 
Tracy Preston
Senior Vice President, General Counsel
and Corporate Secretary