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# PROOF OF PUBLICATION

Aug-07, 2020

I, Edgar Noblesala, in my capacity as a Principal Clerk of the Publisher of The New York Times a daily newspaper of general circulation printed and published in the City, County and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of The New York Times on the following date or dates, to wit on

Aug 7, 2020, NYT & Natl, pg B5

Sworn before me the

7 day of August, 2020.

Notary Public

**JAMES W SAPP**
**Notary Public, State of New York**
**NO. 01SA6190150**
**Qualified in New York County**
**Commission Expires 07/14/2024**

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

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

**NOTICE OF HEARING TO CONSIDER CONFIRMATION OF THE DEBTORS' FIRST AMENDED JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE AND RELATED VOTING AND OBJECTION DEADLINES**

**PLEASE TAKE NOTICE THAT** on July 30, 2020, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order [Docket No. 1400] (the "Disclosure Statement Order"): (a) authorizing Neiman Marcus Group LTD LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors"), to solicit acceptances for the *Debtors' First Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for the Debtors' First Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence on **September 4, 2020, at 9:00 a.m.**, prevailing Central Time, before Judge David R. Jones, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street, Courtroom 400, Houston, Texas 77002.

**PLEASE BE ADVISED:** THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE DEBTORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

**CRITICAL INFORMATION REGARDING VOTING ON THE PLAN**

**Voting Record Date.** The voting record date is **July 15, 2020**, which is the date for determining which Holders of Claims and Interests in Classes 3, 4, 5, 6, 7, 8, 9, 10, and 11, as applicable, are entitled to vote on the Plan.

**Voting Deadline.** The deadline for voting on the Plan is on **August 31, 2020, at 4:00 p.m.**, prevailing Central Time (the "Voting Deadline").[3] If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you *must*: (a) follow the instructions carefully; (b) complete *all* of the required information on the ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is *actually received* by the Debtors' Balloting agent, Stretto (the "Balloting Agent") on or before the Voting Deadline. ***A failure to follow such instructions may disqualify your vote.***

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Hector Duran, Clarissa Waxton, **OFFICE OF THE UNITED STATES TRUSTEE FOR THE SOUTHERN DISTRICT OF TEXAS**, 515 Rusk Street, Suite 3516, Houston, Texas 77002; and (iii) ***Counsel to the Consenting Stakeholders:*** Ryan J. Maierson, Michael J. Chambers, **Latham & Watkins LLP**, 811 Main Street, Suite 3700, Houston, TX 77002 -and- Jeff Bjork, **Latham & Watkins LLP**, 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071-1560 -and- Joshua A. Feltman, Emil A. Kleinhaus, Michael S. Benn, **Wachtell, Lipton, Rosen & Katz**, 51 West 52nd Street, New York, NY 10019 -and- Andrew N. Rosenberg, Alice Belisle Eaton, **Paul, Weiss, Rifkind, Wharton & Garrison LLP**, 1285 Avenue of the Americas, New York, NY 10019-6064 -and- Dennis F. Dunne, Michael Price, **Milbank**, 55 Hudson Yards, New York, NY 10001-2163 -and- Adam R. Moses, **Milbank**, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067-3019 -and- Jasmine Ball, **Debevoise & Plimpton LLP**, 919 Third Avenue, New York, New York 10022.

**ADDITIONAL INFORMATION**

**Obtaining Solicitation Materials.** The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received a CD-ROM or flash drive), please feel free to contact the Debtors' Balloting Agent, by: (a) visiting the Debtors' restructuring website at http://cases.stretto.com/NMG; (b) writing to Stretto Re: Neiman Marcus Group LTD LLC, et al., c/o Stretto, 410 Exchange, Suite 100, Irvine, California 92602; (c) emailing NMGInquiries@stretto.com; and/or (d) calling the Debtors' restructuring hotline at the following number: **US TOLL FREE: (877) 670-2127; INTERNATIONAL: (949) 504-4475.**

You may also obtain copies of any pleadings filed in the chapter 11 cases for a fee via PACER at: http://www.txs.uscourts.gov.

Please be advised that the Balloting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may ***not*** advise you as to whether you should vote to accept or reject the Plan.

**The Plan Supplement.** The Debtors will file the Plan Supplement (as defined in the Plan) on or before August 21, 2020, and will serve notice on all Holders of Claims and Interests entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

**BINDING NATURE OF THE PLAN:**

**IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS OR INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.**

Houston, Texas, August 3, 2020, /s/ Matthew D. Cavenaugh, **JACKSON WALKER L.L.P.**, Matthew D. Cavenaugh (TX Bar No. 24062656), Jennifer F. Wertz (TX Bar No. 24072822), Kristhy M. Peguero (TX Bar No. 24102776), Veronica A. Polnick (TX Bar No. 24079148), 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Telephone: (713) 752-4200, Facsimile: (713) 752-4221, Email: mcavenaugh@jw.com, jwertz@jw.com, kpeguero@jw.com, vpolnick@jw.com, *Co-Counsel to the Debtors and Debtors in Possession* -and- **KIRKLAND & ELLIS LLP, KIRKLAND & ELLIS INTERNATIONAL LLP**, Anup Sathy, P.C. (admitted *pro hac vice*), Chad J. Husnick, P.C. (admitted *pro hac vice*), 300 North LaSalle Street, Chicago, Illinois 60654, Telephone: (312) 862-2000, Facsimile: (312) 862-2200, Email: anup.sathy@kirkland.com, chad.husnick@kirkland.com -and- Matthew C. Fagen (admitted *pro hac vice*), 601 Lexington Avenue, New York, New York 10022, Telephone: (212) 446-4800, Facsimile: (212) 446-4900, Email: matthew.fagen@kirkland.com, *Co-Counsel to the Debtors and Debtors in Possession*

[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 not otherwise defined herein have the same meanings as set forth in the Plan.

[3] The Voting Deadline for any counterparty to an Unexpired Lease which is identified as rejected on a Schedules of Assumed and Rejected Contracts filed later than one Business Day prior to the Voting Deadline shall be extended to the date of the Confirmation Hearing.

# At Bon Appétit, Exodus From a Video Series

By MARC TRACY

Two months after Bon Appétit's top editor resigned under pressure amid complaints of racial insensitivity, three journalists of color said they would no longer participate in the magazine's popular video series.

Two of the journalists accused Condé Nast, the magazine's parent company, of failing to offer them pay comparable to that of their white colleagues.

The three journalists, Sohla El-Waylly, Priya Krishna and Rick Martinez, announced their decisions Thursday in statements on their Instagram accounts.

"After five weeks of contract negotiations," Mr. Martinez wrote, "it is clear that I will not get a fair pay rate nor will I get a comparable number of appearances to my colleagues in the test kitchen. Nor would anyone share with me the specifics of the diversity and inclusivity initiatives in video that they claim to be working on."

The three indicated that they have not left the magazine, whose masthead lists Ms. El-Waylly as an assistant food editor, Ms. Krishna as a contributing writer and Mr. Martinez as a contributing food editor. ("Contributing" workers at Condé Nast are contractors, rather than staff employees; Ms. Krishna has contributed frequently to the Food section of The New York Times.)

Bon Appétit's previous editor in chief, Adam Rapoport, left Condé Nast in June after workers at the magazine complained of an entrenched culture of racial insensitivity and boorish office behavior. He stepped down soon after a 2004 photo showing him wearing a racially insensitive costume resurfaced on social media.

Two days later, Matt Duckor, Condé Nast's head of programming, who oversaw video for Bon Appétit and other titles, also resigned, after an online petition called for his removal, accusing him of overseeing a "discriminatory system that paid white editors at Bon Appétit for their video work, while their nonwhite editors received nothing."

In meetings with employees in June, Condé Nast's chief executive, Roger Lynch, and its artistic director, Anna Wintour, pledged that the company would emphasize diversity efforts in the future. Mr. Lynch said the choice of a new Bon Appétit top editor would show the company's commitment to being more inclusive.

The search for a top editor is ongoing. On Thursday the company announced that Sonia Chopra, previously of the food site Eater, would help lead Bon Appétit as its executive editor, a position she is scheduled to start on Aug. 24.

"Sonia's energy and expertise connecting content across platforms is unmatched and will drive the continued success of Bon Appétit and our food brands," Ms. Wintour said in a statement.

Ms. Krishna said in her statement on Thursday that the recent assurances from the company concerning fair pay had turned out to be "all lip service."

"The contract I received was nowhere near equitable," she added, "and actually would potentially allow for me to make even less than I do currently."

A spokesman for Condé Nast said in a statement: "We pay all our employees fairly, and in accordance with their role and experience. Our pay practices are in line with industry standards. To suggest that we are paying individuals differently based on race, gender or any other reason simply isn't true."

Bon Appétit has been a significant part of the company's online video operation. Its test-kitchen videos have minted internet stars and attracted more than six million subscribers. The magazine has not posted a new test-kitchen video since June 5.

RICHARD DREW/ASSOCIATED PRESS

Bon Appétit's previous editor in chief, Adam Rapoport, left Condé Nast in June after staff members' complaints of racial insensitivity.

# Notable News Media Critic Is Starting His Own Outlet

By MARC TRACY

Over the last 15 years, Ken Doctor has made his living as a critic of the news industry. A onetime media executive who started out as a publisher and editor of an alt weekly, Mr. Doctor regularly warns against hedge-fund ownership of news outlets in a column he writes for Harvard University's Nieman Journalism Lab. Media companies hire him as a consultant, and he is often quoted in articles on the dismal state of local news coverage in America.

Now, at age 70, Mr. Doctor is leaving his life as an armchair expert and starting a local news company, Lookout Local, he said on Thursday. Its flagship site, Lookout Santa Cruz, will cover the California county where he lives, an area he likens to a "news desert" because it does not have enough journalists covering it.

"I came to the epiphany of putting both sides of my brain together," Mr. Doctor said. "I'm an analyst. I understand the business. At the same time, I realized I lived in a worsening and worsening news desert."

The new role will put Mr. Doctor in direct competition with Alden Global Capital, a New York hedge fund that he has often criticized in his column. Alden controls MediaNews Group, the parent company of The Santa Cruz Sentinel, which will be the main rival of Lookout Santa Cruz.

Mr. Doctor's start-up is a for-profit, public-benefit company. It has funding from the Knight Foundation, the Google News Initiative Innovation Challenge, the Lenfest Institute for Journalism and others. He said he plans to start Lookout Santa Cruz in the fall with a staff of eight to 10 journalists. The site has a deal with The Los Angeles Times to use its content management system, Graphene, and to run some of its content.

Some people advised Mr. Doctor to start smaller, with two or three journalists, but he decided to heed the advice he had laid out in a January column arguing that in-depth coverage will attract subscribers and ultimately pay for itself. If Lookout Santa Cruz is a success, he plans to start sibling sites.

"I set upon figuring out, first, as an intellectual exercise, and then in reality, what it would take to create a new news institution," Mr. Doctor said.

Mr. Doctor said he drew inspiration from the 1975 Bend in the River conference led by the author Ken Kesey (and his Merry Pranksters), a gathering of activists in Bend, Ore., who sought to shape what life would be like in the 21st century. ("Baby Boomers are grandiose," Mr. Doctor said.)

After the conference, Mr. Doctor helped found The Willamette Valley Observer in Eugene, Ore., an alternative paper that lasted from 1975 to 1982. He later worked at The Boulder Daily Camera and The St. Paul Pioneer Press, both published by Knight Ridder, before working as an executive at the chain until 2005, a year before it was bought by the McClatchy Company.

Mark Zusman, the publisher of Willamette Week, a Portland, Ore., alt-weekly who knew Mr. Doctor in the '70s, said the Lookout Local venture was in keeping with the person he knew back then.

"He struck me then, despite however long his hair was, as having the heart of a genuine journalist," Mr. Zusman said, "which is why I'm not surprised to see him jumping back in."

Ken Doctor's Lookout Local is a for-profit, public-benefit company.

# Uber's Food Delivery Brightened a Grim Quarter

By KATE CONGER

OAKLAND, CALIF. — Uber is synonymous around the world with ride hailing. But as the coronavirus pandemic shows few signs of loosening its grip, the company may become more closely associated with another business: delivery.

Uber said on Thursday that its ride-hailing business had cratered in the second quarter as people traveled less in the pandemic. The company's revenue fell 29 percent to $2.2 billion from a year ago — the steepest decline since its initial public offering last May — as its net loss totaled $1.8 billion.

But its Uber Eats food delivery service surged, with revenue more than doubling from a year ago to exceed that of ride hailing for the first time. Revenue for Uber Eats soared to $1.2 billion, while rides came in at $790 million.

Dara Khosrowshahi, Uber's chief executive, said in a call with investors on Thursday that the varied pandemic responses around the world had created "a tale of 10,000 cities" for the company, with business recovering in some regions and not in others.

In spite of the challenges, he said delivery was "a very high-potential opportunity" for Uber to expand even further by offering deliveries of home goods, prescription medications and pet supplies.

Uber has doubled down on food delivery in recent months. In May, Mr. Khosrowshahi sought to acquire Grubhub, a delivery service, but the companies struggled to agree on terms and to deal with potential antitrust scrutiny. Last month, Uber said it would instead acquire the delivery service Postmates in an all-stock deal valued at $2.65 billion.

Buying Postmates is expected to give Uber roughly 35 percent of the U.S. food delivery market, analysts said. That would allow Uber to challenge the delivery leader, DoorDash, which is estimated to have a 45 percent market share.

The mixed results sent Uber's share price down more than 4 percent in after-hours trading.

"Right now, they are swimming in the red ink," said Dan Ives, managing director of equity research at Wedbush Securities. "Investors are still giving them the benefit of the doubt because of Uber Eats."

Uber has consistently lost money, and Mr. Khosrowshahi remains under pressure to make it profitable. The company's net loss in the second quarter narrowed from $5.2 billion a year ago, when it was dealing with stock-based compensation costs from its initial public offering. Uber said it still intended to become profitable sometime next year.

The company also said there were some signs that its ride business was improving internationally. In France, business had recovered about 70 percent, it said, while rides to work and to social gatherings in places such as Hong Kong, New Zealand and Sweden were higher than they had been before the pandemic.

But in the United States, which is one of Uber's largest markets, rides were down 50 percent to 85 percent in many major cities.

Uber also faces legal challenges in California and Massachusetts, where the state attorneys general have sued Uber and Lyft for violating labor law. Drivers should be classified as employees and be entitled to full employment benefits, the states have said.

If the lawsuits succeed, they could diminish Uber's business because it would make it more expensive to operate, analysts said.

Most drivers prefer to remain independent contractors, Mr. Khosrowshahi said, adding, "We are confident in our position."


MARK ABRAMSON FOR THE NEW YORK TIMES

The company's overall revenue fell 29 percent to $2.2 billion from a year ago, but Uber Eats's revenue surged, besting the ride hailing business.

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

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

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**CRITICAL INFORMATION REGARDING VOTING ON THE PLAN**

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**CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**

**ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.**

**Article VIII.D of the Plan contains the following provision regarding Third Party Releases:** **As of the Effective Date, each Releasing Party is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part:**

**(a) the Debtors, the Debtors' restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement;**

**(b) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, or the Plan;**

**(c) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or**

**(d) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.**

**Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and do not release any agreements under the Transaction Support Agreement or any documents or agreements executed in connection therewith related to any party's rights, claims, and controls with respect to MyTheresa (including but not limited to the waterfall and turnover provisions set forth in the Existing MyT Transaction Documents, the Transaction Support Agreement, and the equivalent turnover and waterfall provisions in any other prepetition documents and agreements, except to the extent expressly waives in the Plan).**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.**

* * *

**UNDER THE PLAN, "RELEASING PARTY" MEANS EACH OF, AND IN EACH CASE IN ITS CAPACITY AS SUCH: (A) THE DEBTORS; (B) THE REORGANIZED DEBTORS; (C) THE CONSENTING STAKEHOLDERS; (D) THE SPONSORS; (E) THE TERM LOAN LENDERS; (F) THE 2028 DEBENTURES HOLDERS; (G) THE SECOND LIEN NOTEHOLDERS; (H) THE THIRD LIEN NOTEHOLDERS; (I) THE CONSENTING NOTEHOLDER GROUP; (J) THE CONSENTING TERM LOAN LENDER GROUP; (K) THE DIP LENDERS; (L) EACH AGENT AND TRUSTEE; (M) ALL HOLDERS OF CLAIMS AND INTERESTS; (N) EACH CURRENT AND FORMER AFFILIATE OF EACH ENTITY IN CLAUSE (A) THROUGH THE FOLLOWING CLAUSE (O); AND (O) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (A) THROUGH THIS CLAUSE (O), EACH OF THEIR RESPECTIVE CURRENT AND FORMER DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, PARTNERS, MANAGERS, INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, PRINCIPALS, PROFESSIONALS, ADVISORY BOARD MEMBERS, CONSULTANTS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS (INCLUDING ANY OTHER ATTORNEYS OR PROFESSIONALS RETAINED BY ANY CURRENT OR FORMER DIRECTOR OR MANGER IN HIS OR HER CAPACITY AS DIRECTOR OR MANAGER OF AN ENTITY), ACCOUNTANTS, INVESTMENT BANKERS, AND OTHER PROFESSIONAL ADVISORS; PROVIDED THAT IN EACH CASE, AN ENTITY SHALL NOT BE A RELEASING PARTY IF IT: (X) ELECTS TO OPT OUT OF THE RELEASES CONTAINED IN THE PLAN; OR (Y) TIMELY FILES WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION.**

**ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT (A) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN THE PLAN OR (B) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES.**

**Plan Objection Deadline.** The deadline for filing objections to the Plan is **August 31, 2020, at 4:00 p.m.,** prevailing Central Time (the "Plan Objection Deadline"). All objections to the relief sought at the Confirmation Hearing ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; ***and*** (d) be filed with the Court and served upon the following parties so as to be ***actually received*** on or before the Plan Objection Deadline: (i) ***Co-Counsel to the Debtors:*** Anup Sathy, P.C., Chad J. Husnick, P.C., **KIRKLAND & ELLIS LLP**, 300 North LaSalle, Chicago, Illinois 60654 -and- Matthew C. Fagen, **KIRKLAND & ELLIS LLP**, 601 Lexington Avenue, New York, New York 10022 -and- Matthew D. Cavenaugh, Jennifer F. Wertz, Kristhy M. Peguero, Veronica A. Polnick, **JACKSON WALKER LLP**, 1401 McKinney Street, Suite 1900, Houston, Texas 77010; (ii) ***U.S. Trustee:*** Hector Duran, Clarissa Waxton, **OFFICE OF THE UNITED STATES TRUSTEE FOR THE SOUTHERN DISTRICT OF TEXAS,** 515 Rusk Street, Suite 3516, Houston, Texas 77002; and (iii) ***Counsel to the Consenting Stakeholders:*** Ryan J. Maierson, Michael J. Chambers, **Latham & Watkins LLP,** 811 Main Street, Suite 3700, Houston, TX 77002 -and- Jeff Bjork, **Latham & Watkins LLP,** 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071-1560 -and- Joshua A. Feltman, Emil A. Kleinhaus, Michael S. Benn, **Wachtell, Lipton, Rosen & Katz,** 51 West 52nd Street, New York, NY 10019 -and- Andrew N. Rosenberg, Alice Belisle Eaton, **Paul, Weiss, Rifkind, Wharton & Garrison LLP,** 1285 Avenue of the Americas, New York, NY 10019-6064 -and- Dennis F. Dunne, Michael Price, **Milbank,** 55 Hudson Yards, New York, NY 10001-2163 -and- Adam R. Moses, **Milbank,** 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067-3019 -and- Jasmine Ball, **Debevoise & Plimpton LLP,** 919 Third Avenue, New York, New York 10022.

**ADDITIONAL INFORMATION**

**Obtaining Solicitation Materials**. The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received a CD-ROM or flash drive), please feel free to contact the Debtors' Balloting Agent, by: (a) visiting the Debtors' restructuring website at http://cases.stretto.com/NMG; (b) writing to Stretto Re: Neiman Marcus Group LTD LLC, et al., c/o Stretto, 410 Exchange, Suite 100, Irvine, California 92602; (c) emailing NMGInquiries@stretto.com; and/or (d) calling the Debtors' restructuring hotline at the following number: **US TOLL FREE: (877) 670-2127; INTERNATIONAL: (949) 504-4475.**

You may also obtain copies of any pleadings filed in the chapter 11 cases for a fee via PACER at: http://www.txs.uscourts.gov.

Please be advised that the Balloting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may ***not*** advise you as to whether you should vote to accept or reject the Plan.

**The Plan Supplement.** The Debtors will file the Plan Supplement (as defined in the Plan) on or before August 21, 2020, and will serve notice on all Holders of Claims and Interests entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

**BINDING NATURE OF THE PLAN:**

**IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS OR INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.**

Houston, Texas, August 3, 2020, */s/ Matthew D. Cavenaugh*, **JACKSON WALKER L.L.P.,** Matthew D. Cavenaugh (TX Bar No. 24062656), Jennifer F. Wertz (TX Bar No. 24072822), Kristhy M. Peguero (TX Bar No. 24102776), Veronica A. Polnick (TX Bar No. 24079148), 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Telephone: (713) 752-4200, Facsimile: (713) 752-4221, Email: mcavenaugh@jw.com, jwertz@jw.com, kpeguero@jw.com, vpolnick@jw.com, *Co-Counsel to the Debtors and Debtors in Possession* -and- **KIRKLAND & ELLIS LLP, KIRKLAND & ELLIS INTERNATIONAL LLP,** Anup Sathy, P.C. (admitted *pro hac vice*), Chad J. Husnick, P.C. (admitted *pro hac vice*), 300 North LaSalle Street, Chicago, Illinois 60654, Telephone: (312) 862-2000, Facsimile: (312) 862-2200, Email: anup.sathy@kirkland.com, chad.husnick@kirkland.com -and- Matthew C. Fagen (admitted *pro hac vice*), 601 Lexington Avenue, New York, New York 10022, Telephone: (212) 446-4800, Facsimile: (212) 446-4900, Email: matthew.fagen@kirkland.com, *Co-Counsel to the Debtors and Debtors in Possession*

[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 not otherwise defined herein have the same meanings set forth in the Plan.

[3] The Voting Deadline for any counterparty to an Unexpired Lease which is identified as rejected on a Schedules of Assumed and Rejected Contracts filed later than one Business Day prior to the Voting Deadline shall be extended to the date of the Confirmation Hearing.

**ATTENTION DIRECT AND INDIRECT HOLDERS OF, AND PROSPECTIVE HOLDERS OF STOCK ISSUED BY FIELDWOOD ENERGY INC. OR ITS AFFILIATED COMPANIES:**

Upon the motion (the "**Motion**") of Fieldwood Energy LLC and its affiliated companies (the "**Debtors**"), on August 4, 2020, the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**"), having jurisdiction over the chapter 11 cases of the Debtors, captioned as *In re Fieldwood Energy LLC, et al.*, Case No. 20-33948 (the "**Chapter 11 Cases**"), entered an interim order establishing procedures (the "**Procedures**") with respect to direct and indirect transfers of common stock of Fieldwood Energy Inc. ("**Common Stock**"), including options to acquire beneficial ownership of Common Stock, and certain claims of worthless stock deductions and scheduling a hearing on a final order with respect to such Procedures.

In certain circumstances, the Procedures restrict (i) transactions involving, and require notices of the holdings of and proposed transactions by, any person, group of persons, or entity that is or, as a result of such a transaction, would become a Substantial Stockholder of Common Stock and (ii) claims by any Majority Stockholder of a worthless stock deduction under section 165(g) of the Internal Revenue Code of 1986, as amended, with respect to its beneficial ownership of Common Stock. For purposes of the Procedures, a "**Substantial Stockholder**" is any person or entity (including certain persons making a coordinated acquisition) that beneficially owns, directly or indirectly (and/or owns options to acquire) at least 1,450,000 shares of Common Stock (representing approximately 4.75% of all issued and outstanding shares of Common Stock), and a "**Majority Stockholder**" is any person that beneficially owns at least 14,500,000 shares of Common Stock (representing approximately 47.5% of all issued and outstanding shares of Common Stock) or any person that would be a "50-percent shareholder" (within the meaning of section 382(g)(4)(D) of the Internal Revenue Code of 1986, as amended) of Common Stock (as defined in the Procedures) if such person claimed a worthless stock deduction with respect to such securities. ***Any prohibited acquisition or other transfer of, or claim of a worthless stock deduction with respect to, Common Stock (including options to acquire beneficial ownership of Common Stock) will be null and void ab initio and may lead to contempt, compensatory damages, punitive damages, or sanctions being imposed by the Bankruptcy Court.***

***The Procedures, as approved on an interim basis and as requested on a final basis, are available on the website of Prime Clerk LLC, the Debtors' Court-approved claims agent, located at https://cases.primeclerk.com/fieldwoodenergy, and on the docket of the Chapter 11 Cases, Docket No. 20-33948 (MI), which can be accessed via PACER at https://www.pacer.gov.***

**A direct or indirect holder of, or prospective holder of, Common Stock that may be or become a Substantial Stockholder, a Majority Stockholder should consult the Procedures.**

**PLEASE TAKE NOTICE** that the final hearing on the Motion shall be held on **August 24, 2020,** at **1:30 p.m. (Central Time),** and any objections or responses to the Motion shall be in writing, filed with the Court (with a copy delivered to Chambers), and served upon (i) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153 (Attn: Matthew S. Barr, Esq., Jessica Liou, Esq., Stuart J. Goldring, Esq. and Jonathan J. Macke, Esq.), as proposed counsel to the Debtors, and (ii) the Office of the United States Trustee for the Southern District of Texas, in each case so as to be received no later than **4:00 p.m. (Central Time) on August 20, 2020**.

**PLEASE TAKE FURTHER NOTICE** that the requirements set forth in the Procedures are in addition to the requirements of Bankruptcy Rule 3001(e) and applicable securities, corporate, and other laws and do not excuse non-compliance therewith.

Dated: August 4, 2020 **BY ORDER OF THE COURT**

**NOTICE OF PUBLIC DISPOSITION OF COLLATERAL UNDER UNIFORM COMMERCIAL CODE**

***NOTICE IS HEREBY GIVEN*** that at 12:00 p.m. (Central Time) on August 20, 2020, ACCEL-KKR Credit Partners SPV, LLC ("Secured Party") intends to offer to sell, or cause to be sold, at a public sale conducted in accordance with Article 9 of the Uniform Commercial Code, as enacted in the applicable jurisdictions ("UCC"), at the offices of Goldberg Kohn Ltd., located at 55 E. Monroe, Ste. 3300, Chicago, IL 60603 ("Sale"), all right, title and interest of EFREIGHT, LLC, EFSWW, LLC ("Borrower"), Cartage Now, LLC, Archgate TMS, LLC, You & I Logistics, LLC, ExactDirect, LLC, efreightsolutions, LLC, and Efreightsolutions Holdings, LLC ("Holdings") (collectively, "Companies"), in, under, and to the Collateral Assets (as defined below) (collectively, "Sale Assets"); provided, however, unless otherwise expressly agreed to by Secured Party, in writing, in its sole discretion, the Sale Assets expressly exclude the Excluded Assets (as defined below). The Sale Assets may be sold in one or more lots as part of the Sale as Secured Party may determine in its discretion, and the Sale Assets may be subject to certain restrictions and exclusions to be negotiated with Secured Party.

Subject to the terms herein (capitalized terms used but not otherwise defined in this paragraph have the meanings given to them in the Security Agreement (defined below)): (i) "Collateral Assets" means and refers to, collectively, the Collateral other than the Excluded Assets (as defined below), including all Accounts, Books, Chattel Paper, Equipment, Farm Products, Fixtures, General Intangibles, Inventory, Investment Property, Intellectual Property (including all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions, algorithms, software programs (including all source code and object code), processes, data, customer lists, URLs and domain names, specifications, documentations, reports, literature, and any other forms of technology or proprietary information of any kind, including all rights therein), Intellectual Property Licenses, Negotiable Collateral, Pledged Interests, Securities Accounts, Supporting Obligations, and products and Proceeds of the foregoing, in each case, capable of being sold by Secured Party pursuant to Section 9-610 and other provisions of the UCC; and (ii) "Excluded Assets" means and refers to, collectively, (a) any non-assignable, non-transferable right of any Company under any Designated Agreement (as defined below), (b) any securities, (c) any money, cash, and Cash Equivalents, (d) any claims or causes of action of any kind against Secured Party, any of its affiliates, and various related parties, (e) any Commercial Tort Claims, other claims, and causes of action of any kind of any Company, including any claims or causes of action against any of the Companies' respective officers, directors, or employees or any of their respective affiliates or insiders, (f) any insurance policies and Proceeds, including any unearned premiums, (g) any Deposit Accounts, and (h) any assets not capable of being sold by Secured Party pursuant to Section 9-610 and other provisions of the UCC. Notwithstanding anything herein to the contrary, Secured Party may, in its sole discretion, elect to include any of the Excluded Assets in any credit bid by Secured Party or its designee for all or any portion of the Sale Assets.

Pursuant to (i) that Credit Agreement dated December 3, 2018 (as modified from time to time, "Credit Agreement"), among Borrower, Holdings, and Secured Party, (ii) that Guaranty and Security Agreement dated December 3, 2018 (as modified from time to time, "Security Agreement"), made by each Company, in its capacity as a grantor (collectively, "Grantors"), in favor of Secured Party, and (iii) the other "Financing Documents" (as defined in the Credit Agreement), Secured Party has extended secured loans to Borrower, and the Grantors have granted Secured Party continuing security interests in, and liens on, among other things, the Sale Assets to secure the full payment and performance when due of all "Liabilities" (as defined in the Credit Agreement) under the Credit Agreement and the other Financing Documents. As of August 3, 2020, the aggregate amount owed by the Borrower and the other Grantors under the Financing Documents is not less than $15,700,000. Each Grantor is in default of such Liabilities under the Credit Agreement and the other Financing Documents.

***THE SALE OF ANY SALE ASSETS EXPRESSLY EXCLUDES CERTAIN RIGHTS UNDER LEASES AND OTHER AGREEMENTS.*** On information and belief, the Companies currently operate pursuant to one or more non-residential leases of commercial property and other agreements, documents and instruments (collectively, "Designated Agreements"). No rights under any Designated Agreement are or will be included in the Sale Assets, except to the extent that any such rights are assignable under applicable law, including with the consent of the non-Company party as may be required.

**THE SALE ASSETS ARE AND WILL BE OFFERED FOR PURCHASE AT THE SALE ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY RECOURSE, REPRESENTATION, GUARANTEE, OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, GUARANTEE, OR WARRANTY AS TO, OR RELATING TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, POSSESSION, OR THE LIKE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SECURED PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS, GUARANTEES AND WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AND ALL REPRESENTATIONS, GUARANTEES AND WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF QUIET ENJOYMENT, TITLE, POSSESSION, AND THE LIKE. SECURED PARTY WILL NOT BE, AND WILL NOT BE DEEMED TO BE, LIABLE OR OBLIGATED IN ANY MANNER WHATSOEVER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER. SECURED PARTY WILL NOT INCUR ANY FEES, COSTS OR EXPENSES, OR BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR ANY LIABILITIES, WHATSOEVER WITH RESPECT TO, OR RELATED TO, THE TRANSFER, DELIVERY, OR PERFORMANCE OF ANY OF THE SALE ASSETS.**

Secured Party expressly reserves the right, in its sole discretion, to withdraw all or any portion of the Sale Assets from the Sale at any time. In all events, Secured Party, or its designee, may credit bid all or any portion of the Liabilities at the Sale, and reserves the right to provide financing to any bidder in its sole discretion. Secured Party, or its designee, shall be deemed to be a qualified bidder at the Sale.

Subject to the terms and conditions hereof, the Sale Assets will be offered and sold at the Sale for cash only unless otherwise expressly agreed to in writing by Secured Party in its sole discretion. All offers must contain no contingencies that are unsatisfactory to Secured Party in its discretion, and all offers will be subject to such other or additional bid procedures as Secured Party may establish or otherwise announce from time to time in its discretion.

**Any prospective bidder must provide written notice to Secured Party and Grantors' sale advisor, MCA Financial Group, Ltd. ("MCA"), of its interest in qualifying to attend the Sale not less than three business days prior to the date of the Sale by contacting Zach Garrett of Goldberg Kohn Ltd., as counsel for Secured Party (zachary.garrett@goldbergkohn.com), and Stacie Witten (email: switten@mca-financial.com) of MCA.** Prospective bidders may obtain additional information regarding the Sale, including how to qualify for the Sale as a qualified bidder, by contacting Stacie Witten of MCA as set forth in the preceding sentence. Qualified bidders who desire to attend the Sale telephonically or by other means may discuss alternative accommodations with Secured Party.

Secured Party expressly reserves the right, in its sole discretion, to cancel the Sale at any time, or to cause the Sale to be adjourned from time to time, without further notice or publication other than by announcement at or prior to the Sale. Secured Party reserves all of its rights against the Grantors and any other obligor for any and all deficiencies with respect to the Liabilities remaining after the Sale. Secured Party will apply the sale proceeds received for the Sale Assets at the Sale in accordance with the terms of the Financing Documents and applicable law. Grantors are entitled to an accounting of the unpaid indebtedness owing by Grantors to Secured Party, which accounting may be obtained free of charge by contacting Secured Party through its counsel.