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Proposed Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

))	
In re:))	Chapter 11
))	
NEFF CORP., <u>et al.</u> , ¹))	Case No. 10-_____(____)
))	
Debtors.))	Joint Administration Requested
))	

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Neff Holdings LLC (0571); Neff Corp. (6400); Neff Finance Corp. (3639); Neff Holdings Corp. (0431); Neff Rental, Inc. (0403); and Neff Rental LLC (3649). The location of the Debtors' corporate headquarters and the service address for all the Debtors except Neff Holdings LLC is: 3750 N.W. 87th Ave., Suite 400, Miami, Florida 33178. The service address for Neff Holdings LLC is: 375 Park Avenue, New York, New York 10152.



**APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
MILLER BUCKFIRE & CO., LLC AS INVESTMENT BANKER AND
FINANCIAL ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this application (this “Application”) for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), authorizing the Debtors to employ and retain Miller Buckfire & Co., LLC (“Miller Buckfire”) as their investment banker and financial advisor effective *nunc pro tunc* to the Petition Date (as defined herein). In support of this Application, the Debtors submit the Declaration of Ronen Bojmel, a Managing Director of Miller Buckfire, which is attached hereto as **Exhibit B** (the “Bojmel Declaration”). In support of the Application, the Debtors respectfully state as follows:

Jurisdiction

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory bases for the relief requested herein are sections 327(a) and 328(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”).

Relief Requested

4. By this Application, the Debtors request entry of an order pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Local Bankruptcy Rules 2014-1 and 2016-1 authorizing the Debtors to retain and employ Miller

Buckfire as their financial advisor and investment banker in accordance with the terms and conditions set forth in the Engagement Letter dated June 18, 2009 (the “Engagement Letter”), a copy of which is annexed as Exhibit 1 to Exhibit A and attached hereto and incorporated herein by reference, as modified by the Order requested herein.

Background

5. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition with this Court under chapter 11 of the Bankruptcy Code in furtherance of their prearranged chapter 11 plan of reorganization. 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. The Debtors have requested joint administration of these chapter 11 cases and no official committees have been formed.

6. As set forth in the Declaration of Mark Irion (A) in Support of Debtors’ Chapter 11 Petitions and First Day Motions and (B) Pursuant to Local Bankruptcy Rule 1007-2 (the “Irion Declaration”) filed with the Court, the Debtors have been in the rental business for more than 20 years and remain one of the largest and leading equipment rental companies in the United States. Through 63 branches located across 14 states, the Debtors rent a broad variety of construction and industrial equipment, including earthmoving, material handling, aerial, and compaction equipment. During the twelve month period ended December 31, 2009, the Debtors generated approximately \$191.7 million in revenues. Of this amount, approximately 86 percent was generated from equipment rentals, 9 percent was generated from the sale of new and used construction equipment, and 5 percent was generated from parts sales and service revenues.

7. The Debtors’ business remains operationally sound and generates significant EBITDA and positive cash flow before debt service. However, with approximately \$580 million in funded debt, the Debtors’ business is over-leveraged. The Debtors’ leverage issue surfaced as

a result of the severe downturn in the United States economy and the resultant decrease in nonresidential construction activity, which negatively impacted customer demand for rental equipment and the value of the Debtors' rental fleet. As a result, over the past few years, the Debtors have experienced lower equipment rental volumes, operating cash flows, and borrowing capacity. The Debtors' operational performance, however, has recently begun to improve.

8. Recognizing the challenges facing them, the Debtors proactively sought and obtained a comprehensive solution that would strengthen their financial position for long term success. After a comprehensive marketing and sales effort spanning several months, the Debtors have successfully negotiated a prearranged chapter 11 plan with holders of approximately 67 percent of the Debtors' prepetition first lien term loan and counterparties to the Debtors' swap agreements, which have agreed, among other things, to vote in favor of the prearranged plan.

9. The prearranged plan includes, among other things, an exchange of the first lien term debt for equity and a backstopped equity commitment of up to \$119 million to recapitalize the Debtors' business and provide for future capital needs. The lenders under the Debtors' prepetition revolving credit facility have agreed to provide \$175 million in debtor-in-possession financing and exit financing. Under the plan, the Debtors' revolving and first lien term loan lenders will be paid in full and the Debtors' second lien lenders will receive a significant recovery.²

10. Finally and notably, the Debtors' plan includes a "topping" mechanism, which allows other potential investors to propose alternatives to the plan that could result in increased value for stakeholders prior to confirmation of the plan.

² More details regarding the Debtors' plan may be found in the chapter 11 plan filed with the Court or on the Debtors' restructuring web site, maintained at <http://www.kccllc.net/neff>.

Miller Buckfire's Qualifications

11. Miller Buckfire is an independent firm that, among other things, provides strategic and financial advisory services in large-scale corporate restructuring transactions. Miller Buckfire is principally owned and controlled by the employees of Miller Buckfire. Miller Buckfire currently has approximately 75 employees.

12. Miller Buckfire's professionals have extensive experience in providing financial advisory and investment banking services to financially distressed companies and to creditors, equity holders, and other constituencies in reorganization proceedings and complex financial restructurings, both in and out of court. Miller Buckfire's professionals are providing or have provided financial advisory, investment banking, and other services in connection with the restructuring of numerous companies including: Acterna Corporation; Aerovías Nacionales de Colombia S.A.; Allied Holdings, Inc.; Amtrol Inc.; Anchor Danly Company; Applied Extrusion Technologies, Inc.; AT&T Latin America; Aurora Foods Inc.; Autocam Corporation; Avado Brands, Inc.; Birch Telecom, Inc.; Black Diamond Mining Company, LLC; Bruno's Inc.; Burlington Industries; Calpine Corporation; Cambridge Industries; Carmike Cinemas; Celotex Corporation; Centerpoint Energy; Citation Corporation; CMS Energy Corporation; Criimi Mae, Inc.; CTC Communications; Cygnus Business Media, Inc.; Dana Corporation; Delta Air Lines, Inc.; Dow Corning Corporation; Drypers, Inc.; Dura Automotive Systems, Inc.; EaglePicher Holdings Inc.; Exide Technologies; Eurotunnel Group; Favorite Brands International Inc.; FLYi, Inc.; Foamex International; Focal Communications Corporation; FPA Medical Management; Gate Gourmet; General Growth Properties, Inc.; Grand Union Co.; Greatwide Logistics Services, Inc.; Grupo TMM; Hines Horticulture, Inc.; Horizon Natural Resources Company; Huntsman Corporation; ICG Communications; ICO Global Communication, Ltd.; Idearc, Inc.; IMPATH Inc.; Interstate Bakeries Corporation; J.L. French Automotive Castings; Kmart Corporation;

Laidlaw, Inc.; Lear Corporation; Level (3) Communications; Loewen Group; McLeodUSA; Meridian Technologies Inc.; Mervyn's Inc.; Micro Warehouse; Mirant Corp.; Montgomery Ward & Co.; National Airlines; Oakwood Homes; Pacific Crossing Limited; Pathmark Stores, Inc.; Pegasus Satellite Communications; PennCorp Financial Group, Inc.; Pioneer Companies; PSINet; Polaroid Corporation; Polymer Group, Inc.; Progressive Molded Products Inc.; Questex Media Group, Inc.; The Reader's Digest Association, Inc.; SI Corporation; Simmons Bedding Company; The Spiegel Group; Stallion Oilfield Services, Ltd.; Sunbeam Corporation; Stolt-Nielsen S.A.; Stolt-Offshore S.A.; TECO Energy; Trans World Airlines; U.S. Office Products; and Women First Healthcare, Inc. Miller Buckfire's professionals are also providing or have provided mergers and acquisitions advisory services in connection with whole or partial company sale transactions involving companies across a wide range of industries, including: Atwood Mobile Products (Dura Corporation); Aurora Foods; Burlington Industries; Calpine Corporation; Cambridge Industries; Career Blazers; Conversent Communications; Country Road Communications; Dana Corporation; Focal Communications; Global Valley Networks; IMPATH; Pegasus Broadcast Corporation; Pegasus Communications; PSINet; and Polaroid Corporation.

13. The Debtors seek to retain Miller Buckfire as their financial advisor and investment banker because, among other things, Miller Buckfire has extensive experience and an excellent reputation for providing high quality financial advisory and investment banking services to debtors and creditors in bankruptcy reorganizations and other restructurings.

14. On June 18, 2009, the Debtors engaged Miller Buckfire to provide general investment banking and financial advice in connection with the Debtors' attempts to complete a

strategic restructuring, reorganization, and/or recapitalization and, if necessary, to prepare for the commencement of these chapter 11 cases.³

15. Since that time, Miller Buckfire has provided the following services, among others, to the Debtors in connection with their restructuring efforts:

- a. familiarized itself with the Debtors' assets and operations;
- b. analyzed the Debtors' current liquidity and projected cash flows;
- c. reviewed the Debtors' five year business plan and aided in the preparation of related presentation materials;
- d. prepared various analyses regarding the Debtors' liquidity and debt capacity;
- e. examined and assisted in the implementation of potential restructuring alternatives;
- f. assisted the Debtors in negotiating with the agent for the prepetition revolving credit facility for additional liquidity through a reduction of the reserve amount placed on the Debtors' borrowing base for liabilities related to its swaps;
- g. coordinated, participated in, and prepared presentation materials for meetings with the Debtors' board of directors, regular meetings of the Restructuring Advisory Committee, and the various parties in interest regarding both in-court and out-of-court alternatives;
- h. assisted the Debtors in negotiating confidentiality agreements, gathering and developing due diligence information, organizing and participating in due diligence meetings and conference calls with parties in interest and their respective advisors;
- i. prepared the Company's marketing materials for purposes of conducting a new money investment/sale process and alternative debt capital raise;
- j. assisted the Debtors in the identification of potential alternative debt and equity financing sources;

³ Miller Buckfire was previously engaged by the Debtors from approximately October 2008 to December 2008 in connection with the Debtors' exchange of unsecured senior notes for first lien term loans. The facts and circumstances surrounding this transaction are described more fully in the First Day Declaration.

- k. engaged in negotiations with the Debtors' stakeholders and sponsors regarding the terms of a potential balance sheet restructuring and new money investment;
- l. provided financial advice and assistance to the Debtors in negotiating, structuring, and effecting the proposed debtor in possession financing and exit financing;
- m. advised the Debtors in connection with various agreements necessary to launch the pre-arranged bankruptcy process, including: restructuring support agreements, financing commitment letters, backstop commitment letters, and the Debtors' prearranged plan of reorganization and disclosure statement; and
- n. assisted the Debtors and their advisors with developing the process and procedures for a chapter 11 filing.

16. In providing professional services to the Debtors in connection with these matters, Miller Buckfire has worked closely with the Debtors' Restructuring Advisory Committee, management, and other professionals and has become well-acquainted with the Debtors' businesses, capital structure, financial affairs, economic interests, and positions of key constituents and related matters. Likewise, in providing prepetition services to the Debtors, Miller Buckfire's professionals have worked closely with the Debtor's senior management, financial staff, external stakeholders, and other professionals. The experience Miller Buckfire gained before the Petition Date will facilitate the provision of services required by the Debtors in these chapter 11 cases. The Debtors believe that Miller Buckfire is both well-qualified and uniquely able to represent it in these chapter 11 cases in an efficient and timely manner.

Services to Be Provided

17. The parties have entered into the Engagement Letter, which governs the relationship between Miller Buckfire and the Debtors. The terms and the conditions of the Engagement Letter were negotiated between Miller Buckfire and the Debtors, and they reflect the parties' mutual agreement as to the substantial efforts that will be required in this

engagement. Subject to further order of the Court and consistent with the Engagement Letter, Miller Buckfire will provide a broad range of necessary financial advisory and investment banking services (the “Services”) as Miller Buckfire and the Debtors shall deem appropriate and feasible in order to advise the Debtors in the course of these chapter 11 cases, including but not limited to the following:⁴

- a. review and analyze the Debtors’ businesses, operations, financial condition, and prospects;
- b. provide general financial advisory and investment services, including, if the Debtors determine to undertake an Amendment, Sale, Restructuring, and/or Financing, advising and assisting the Debtors in structuring and effecting such a transaction or transactions;
- c. provide financial and valuation advice and assistance to the Debtors in developing and seeking approval of a restructuring plan under the Bankruptcy Code;
- d. provide financial advice and assistance to the Debtors in structuring any new securities to be issued under a restructuring plan;
- e. assist the Debtors and/or participate in negotiations with entities or groups affected by a restructuring plan;
- f. assist the Debtors and/or participate in negotiations with potential investors;
- g. assist the Debtors with administrative obligations arising out of the chapter 11 filing, including preparing management for any organizational and/or ongoing meetings of creditors;
- h. participate in meetings of the Debtors’ board of directors and committees; and
- i. participate in hearings before the Bankruptcy Court with respect to the matters upon which Miller Buckfire has provided advice.

⁴ The summaries of the Engagement Letter contained in this Application are provided for purposes of convenience only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control. Capitalized terms used but not otherwise defined in the summaries of the Engagement Letter contained herein shall have the meanings ascribed to such terms in the Engagement Letter.

18. The Services that Miller Buckfire will provide to the Debtors are necessary to enable the Debtors to maximize the value of their estates. All of the services that Miller Buckfire will provide to the Debtors will be undertaken at the request of the Debtors and will be appropriately directed by the Debtors so as to avoid duplicative efforts among the professionals retained in these chapter 11 cases.

Professional Compensation

19. Miller Buckfire's decision to continue with this engagement to advise and assist the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the expenses it incurs in accordance with its customary billing practices.

20. Miller Buckfire intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, guidelines established by the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee"), and any other applicable procedures and orders of the Court and consistent with the proposed compensation set forth in the Engagement Letter (the "Fee and Expense Structure").⁵

21. Subject to the Court's approval, the Engagement Letter provides in relevant part for the following compensation to Miller Buckfire in consideration for services to be performed in these chapter 11 cases:

- a. a Monthly Advisory Fee of \$200,000; provided, that 50 percent of the aggregate monthly advisory fees paid to Miller Buckfire in excess of

⁵ This summary is presented for convenience purposes only. The terms set forth in the Engagement Letter are controlling in all respects. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Engagement Letter.

\$1,200,000 shall be credited (but only once) against any Transaction Fee or Financing Fee;⁶

- b. a Transaction Fee equal to \$2,875,000;⁷
- c. Financing Fees contingent upon and due and payable at the closing of a Financing, including:
 - i. 1.00 percent of the gross proceeds of any indebtedness that is secured by a first lien other than a Financing contemplated in clause (ii) below;
 - ii. 1.00 percent of the aggregate amount of a written commitment for Debtor-in-Possession Financing;
 - iii. 2.00 percent of the gross proceeds of any indebtedness that is secured by a second or more junior lien other than a Financing contemplated in clause (ii) above;
 - iv. 3.00 percent of the gross proceeds of any indebtedness that is unsecured other than a Financing contemplated in clause (ii) above; and
 - v. 4.00 percent of the gross proceeds of any equity or equity-linked securities or obligations issued;

provided, that in each case, no Financing Fee shall be payable on any such proceeds to the extent actually funded by any current shareholders of the Debtors or their controlled affiliates; and

provided further, however, that 50 percent of the Financing Fees paid and/or payable to Miller Buckfire shall be credited against any Transaction Fee; and

- d. Reimbursement of Expenses: In addition to the fees described above, and regardless of whether any Transaction or Financing occurs, the Debtors shall promptly reimburse Miller Buckfire on a monthly basis for travel and other reasonable out-of-pocket expenses incurred in connection with Miller Buckfire's activities under the Engagement Letter, including all

⁶ The Engagement Letter also contemplates an Amendment Fee of \$3,000,000 upon the consummation of an Amendment to the Credit Agreement. Because the Debtors have filed for chapter 11, the Amendment Fee is no longer applicable.

⁷ The Engagement Letter provides for a Transaction Fee of \$5,750,000, 50 percent of which was earned and paid prior to the Petition Date as provided by the Engagement Letter. Accordingly, \$2,875,000 remains to be paid upon consummation of a Transaction, subject to applicable crediting and approval by the Court.

fees, disbursements and other charges of counsel and other consultants and advisors to be retained by Miller Buckfire.

22. Miller Buckfire and the Debtors believe that the compensation arrangements provided for in the Engagement Letter and generally described above are both reasonable and market-based. To induce Miller Buckfire to do business with the Debtors in bankruptcy, the compensation structure described above was established to reflect the difficulty of the extensive assignments Miller Buckfire expects to undertake and the potential for failure. Miller Buckfire'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 Miller Buckfire's engagement hereunder, were important factors in determining the Fee and Expense Structure, and the ultimate benefit to the Debtors of Miller Buckfire's services hereunder cannot be measured by reference to the number of hours to be expended by Miller Buckfire's professionals in the performance of such services.

23. The Debtors submit that Miller Buckfire has obtained valuable institutional knowledge of the Debtors' businesses and financial affairs as a result of providing services to the Debtors prior to the Petition Date and that Miller Buckfire is both well-qualified and uniquely able to perform these services and assist the Debtors in these chapter 11 cases. Moreover, the Debtors believe that Miller Buckfire's services will assist the Debtors in a successful outcome of these chapter 11 cases.

24. The Debtors believe that the Fee and Expense Structure is consistent with Miller Buckfire's normal and customary billing practices for comparably sized and complex cases, both in and out of court, involving the services to be provided in these chapter 11 cases.

25. In addition, the Fee and Expense Structure has been agreed upon by the parties on an arm's-length basis in anticipation that a substantial commitment of professional time and

effort will be required of Miller Buckfire and its professionals hereunder, and in light of the fact that such commitment may foreclose other opportunities for Miller Buckfire and that the actual time and commitment required of Miller Buckfire and its professionals to perform its services hereunder may vary substantially from week to week and month to month.

26. In light of the foregoing and given the numerous issues that Miller Buckfire may be required to address in the performance of its services hereunder, Miller Buckfire's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Miller Buckfire'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 fair and reasonable and market-based under the standards set forth in section 328(a) of the Bankruptcy Code.

27. Accordingly, as more fully described below, the Debtors believe that the Court should approve Miller Buckfire's retention subject to the standard of review set forth in section 328(a) of the Bankruptcy Code and that Miller Buckfire's compensation should not be subject to any additional standard of review under section 330 of the Bankruptcy Code. As set forth in the Bojmel Declaration, Miller Buckfire has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by section 504 of the Bankruptcy Code.

28. Consistent with its ordinary practice and the practice of investment bankers in other chapter 11 cases whose fee arrangements are typically not hour-based, Miller Buckfire does not ordinarily maintain contemporaneous time records in one tenth (0.1) hour increments or provide or conform to a schedule of hourly rates for its professionals. Therefore, Miller Buckfire

is seeking a waiver from any such requirements and requests the authority to maintain such time records in one half (0.5) hour increments.

Indemnification Provisions

29. The Debtors have agreed to indemnify and to make certain contributions to Miller Buckfire in accordance with the indemnification provisions (the “Indemnification Provisions”) set forth in the Engagement Letter, as modified by the proposed Order. The Indemnification Provisions reflected in the Engagement Letter are customary and reasonable terms of consideration of financial advisors and investment bankers such as Miller Buckfire for proceedings both out of court and in chapter 11. The terms of the Engagement Letter, including the Indemnification Provisions, were fully negotiated between the Debtors and Miller Buckfire at arm’s-length. The Debtors respectfully submit that the indemnification Provisions, as modified by the Order requested herein, are reasonable and in the best interests of the Debtors, their estates and creditors. Accordingly, as part of this Application, the Debtors request that the Court approve the Indemnification Provisions as modified by the proposed Order.

Miller Buckfire’s Disinterestedness

30. To the best of the Debtors’ knowledge and except to the extent disclosed herein and in the Bojmel Declaration: (a) Miller Buckfire 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 does not hold or represent an interest adverse to the Debtors’ estates; and (b) Miller Buckfire has no connection to the Debtors, their creditors, or their related parties except as may be disclosed in the Bojmel Declaration. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of Miller Buckfire’s retention are discovered or arise, Miller Buckfire will use reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Basis for Relief

31. The Debtors seek approval of the Engagement Letter, including the Fee and Expense Structure, pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, 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).

32. Section 328 of the Bankruptcy Code permits the compensation of professionals, including financial advisors and investment bankers such as Miller Buckfire, on more flexible terms that reflect the nature of their services and market conditions, which is a significant departure from prior bankruptcy practice relating to the compensation of professionals. As the United States Court of Appeals for the Fifth Circuit has recognized in In re Nat’l Gypsum Co., 123 F.3d 861, 862 (5th Cir. 1997) (citations omitted):

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).

33. Bankruptcy Rule 2014 provides, in relevant part, as follows:

An order approving the employment of attorneys, accountants, appraisers, auctioneers, agents, or other professionals pursuant to section 327 . . . of the Code shall be made only on application of the trustee or committee.

Fed. R. Bankr. P. 2014.

34. In sum, the Debtors believe that the Fee and Expense Structure and other terms and conditions in the Engagement Letter, including the Indemnification Provisions as modified by the proposed Order, are reasonable terms and conditions of employment and should be approved under section 328(a) of the Bankruptcy Code. The Fee and Expense Structure appropriately reflects the nature and scope of services to be provided by Miller Buckfire, Miller Buckfire's substantial experience with respect to investment banking services, and the fee structures typically utilized by Miller Buckfire and other leading investment bankers who do not bill their clients on an hourly basis. In particular, the Debtors believe that the proposed Fee and Expense Structure creates a proper balance between fixed monthly fees and contingency fees based on the occurrence of a Transaction and/or Financing (as defined in the Engagement Letter).

35. Similar fixed and contingency fee arrangements have been approved and implemented by courts in other large chapter 11 cases in this Court and other courts. See, e.g., In re Citadel Broad. Corp., No. 09-17442 (BRL) (Bankr. S.D.N.Y. Feb. 3, 2010); In re Lear Corp., No. 09-14326 (ALG) (Bankr. S.D.N.Y. Aug. 25, 2009); In re Gen. Growth Props., Inc., No. 09-11977 (ALG) (Bankr. S.D.N.Y. July 13, 2009); In re Charter Commc'ns, Inc., No. 09-11435 (JMP) (Bankr. S.D.N.Y. Apr. 15, 2009); In re Calpine Corp., No. 05-60200 (BRL) (Bankr. S.D.N.Y. Oct. 25, 2006); In re Dana Corp., No. 06-10354 (BRL) (Bankr. S.D.N.Y. Mar. 29, 2006).

36. Furthermore, under the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005, Pub. L. 109-8, § 417, 119 Stat. 23, 108 (2005), section 328(a) of the Bankruptcy Code was specifically amended to include the underlined text set forth below:

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.

37. This amendment makes clear that the Debtors are authorized to retain Miller Buckfire on the basis provided by the Fee and Expense Structure, subject to approval from the Court.

38. Notwithstanding approval of its Engagement Letter under section 328(a) of the Bankruptcy Code, Miller Buckfire will apply to the Court for allowance of compensation and reimbursement of expenses in accordance with the procedures set forth in the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, as those procedures may be modified or supplemented by order of this Court.

Motion Practice

39. This Application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated, and a discussion of their relevance to this Application. Accordingly, the Debtors submit that this Application satisfies Rule 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York.

Notice

40. Notice of this Application has been given to the following parties: (a) the Office of the United States Trustee for the Southern District of New York; (b) the entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) counsel to Bank of America, N.A., as administrative agent for the Debtors' first lien credit facilities; (d) counsel to Wilmington Trust FSB as administrative agent for the Debtors' second lien credit facility; (e) Bank of America, N.A. and UBS AG as counterparties under certain ISDA Master Agreements dated as of June 14, 2007, and June 20,

2007, respectively; (f) Wells Fargo Bank, N.A., as indenture trustee for the Debtors' 10 percent senior notes due 2015; (g) counsel to the ad hoc group of the Debtors' first lien term loan lenders; (h) counsel to certain of the Debtors' second lien lenders; and (i) the Internal Revenue Service. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

41. No prior application for the relief requested herein has been made to this or any other court.

WHEREFORE, for the reasons set forth herein, in the Bojmel Declaration and in the First Day Declaration, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other and further relief as the Court deems appropriate.

Dated: May 16, 2010
New York, New York

/s/ Mark Irion

Mark Irion
Chief Financial Officer

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
NEFF CORP., <u>et al.</u> , ¹)	Case No. 10-_____(____)
)	Joint Administration Requested
Debtors.)	

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
MILLER BUCKFIRE & CO., LLC AS FINANCIAL ADVISOR AND
INVESTMENT BANKER TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the Application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for the entry of an order (this “Order”) authorizing the Debtors to employ and retain Miller Buckfire & Co., LLC (“Miller Buckfire”) as their financial advisor and investment banker effective *nunc pro tunc* to the Petition Date; and upon the Bojmel Declaration; and upon the First Day Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Application is in the best interests of the Debtors’ estates, their creditors and other parties in interest; and the Debtors having provided

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Neff Holdings LLC (0571); Neff Corp. (6400); Neff Finance Corp. (3639); Neff Holdings Corp. (0431); Neff Rental, Inc. (0403); and Neff Rental LLC (3649). The location of the Debtors’ corporate headquarters and the service address for all the Debtors except Neff Holdings LLC is: 3750 N.W. 87th Ave., Suite 400, Miami, Florida 33178. The service address for Neff Holdings LLC is: 375 Park Avenue, New York, New York 10152.

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

adequate and appropriate notice of the Application under the circumstances; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is approved and granted to the extent provided herein.
2. The Debtors are authorized pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Bankruptcy Rule 2014-1 to employ and retain Miller Buckfire as their investment banker and financial advisor in accordance with the terms and conditions set forth in the Engagement Letter attached hereto as **Exhibit 1** as modified by this Order, including the Fee and Expense Structure provided therein, effective *nunc pro tunc* to the Petition Date, and to pay fees to Miller Buckfire on the terms and at the times specified in the Engagement Letter.
3. Miller Buckfire shall file interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any applicable orders of the Court.
4. Notwithstanding the prior paragraph, the fees payable to Miller Buckfire pursuant to the Engagement Letter shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code.
5. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, orders of this Court, or any guidelines regarding submission and approval of fee applications, Miller Buckfire and its professionals: (a) shall only be required to maintain time records for services rendered postpetition in one half (0.5) hour increments; and (b) shall not be required to provide or conform to any schedule of hourly rates.

6. The Indemnification Provisions of the Engagement Letter are approved, subject to the following modifications during the pendency of these chapter 11 cases:

- a. all requests of Indemnified Persons (as defined in the Engagement Letter) for payment of indemnity, contribution, or otherwise pursuant to the indemnification provisions of the Engagement Letter shall be made by means of an interim or final fee application and shall be subject to the approval of, and review by, the Court to ensure that such payment conforms to the terms of the Engagement Letter, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and other orders of this Court and is reasonable based on the circumstances of the litigation or settlement in respect of which indemnity is sought; provided, that in no event shall an Indemnified Person be indemnified or receive contribution to the extent that any claim arose or expense has resulted for any such losses finally judicially determined by a court of competent jurisdiction to have primarily resulted from the bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct on the part of Indemnified Persons;
- b. in no event shall Indemnified Persons be indemnified or receive contribution or other payment under the indemnification provisions of the Engagement Letter if the Debtors or a representative of the Debtors' estate asserts a claim for, and a court determines by a final order that such claims resulted from, or primarily arose out of, such person's bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct of Indemnified Persons; and
- c. in the event an Indemnified Person seeks reimbursement of attorneys' fees from the Debtors pursuant to the Engagement Letter, the invoices and supporting time records from such attorneys shall be attached to Miller Buckfire's own interim and final fee applications, and such invoices and time records shall be subject to the United States Trustee guidelines for compensation and reimbursement of expenses and the approval of the Bankruptcy Court under the standards of section 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.

7. The first sentence of section 7 of the Engagement Letter is amended and restated in its entirety as the following: "Miller Buckfire has been retained under this agreement as an independent contractor with no agency relation to the Company or to any other party, it being understood that Miller Buckfire shall have no authority to bind, represent or otherwise act as

agent, executor, administrator, trustee, lawyer or guardian for the Company, nor shall Miller Buckfire have the authority to manage money or property of the Company.”

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

9. Notwithstanding anything to the contrary herein, the United States Trustee retains all rights to object to Miller Buckfire’s interim and final fee applications (including expense reimbursement and any request for counsel fees) on all grounds including but not limited to the reasonableness standard provided for in Section 330 of the Bankruptcy Code.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

New York, New York
Date: _____, 2010

United States Bankruptcy Judge

EXHIBIT 1

Engagement Letter



June 18, 2009

Neff Corp.
3750 N.W. 87th Avenue, Suite 400
Miami, Florida 33178

Attention: Mark Irion
Chief Financial Officer

Dear Mr. Irion:

This letter agreement confirms the terms under which Neff Corp. (the "Company") has engaged Miller Buckfire & Co., LLC ("Miller Buckfire") as its financial advisor and investment banker with respect to a possible Financing, Restructuring, Amendment and/or Sale (each as defined below) and with respect to such other financial matters as to which the Company and Miller Buckfire may agree in writing during the term of this engagement. For purposes hereof, the term "Company" includes subsidiaries of the Company and any entity that the Company or its subsidiaries may form or invest in to consummate a Financing, Restructuring, Amendment and/or Sale, and shall also include any successor to or assignee of all or substantially all of the assets and/or businesses of the Company whether pursuant to a Plan (as defined below) or otherwise. If appropriate in connection with performing its services for the Company hereunder, Miller Buckfire may utilize the services of one or more of its affiliates, in which case references herein to Miller Buckfire shall include such affiliates.

1. Miller Buckfire will perform the following financial advisory and investment banking services, in each case as requested by and at the direction of the Company:
 - a. General Financial Advisory and Investment Banking Services. Miller Buckfire will:
 - i. familiarize itself with the business, operations, properties, financial condition, secured and unsecured debt, and prospects of the Company;
 - ii. if the Company determines to undertake a Financing, Restructuring, Amendment and/or Sale advise and assist the Company in structuring and effecting the financial aspects of such a transaction or transactions, subject to the terms and conditions of this agreement; and
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- iii. attend meetings of the Company's Board of Directors and its committees
- b. Restructuring Services. If the Company pursues a Restructuring, Miller Buckfire will:
- i. provide financial advice and assistance to the Company in developing and seeking approval of a plan to carry out a Restructuring (as the same may be modified from time to time, a "Plan"), which may be implemented out-of-court or by means of a plan under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et. seq. (the "Bankruptcy Code");
 - ii. if requested by the Company, in connection therewith, provide financial advice and assistance to the Company in structuring any new securities to be issued pursuant to a Plan;
 - iii. if requested by the Company, assist the Company and/or participate in negotiations with entities or groups affected by a Restructuring;
 - iv. if requested by the Company, participate in hearings before a bankruptcy court with respect to the matters upon which Miller Buckfire has provided advice, including, as relevant, coordinating with the Company's counsel with respect to providing testimony in connection therewith; and
 - v. if requested by the Company, attend meetings of the Company's Board of Directors and its committees.

For purposes of this agreement, the term "Restructuring" shall mean any recapitalization or restructuring (including, without limitation, through any exchange, conversion, cancellation, forgiveness of the Company's debt securities) of the Company's debt securities, debt instruments or other indebtedness, including pursuant to a repurchase or an exchange transaction, a Plan or a solicitation of consents or acceptances.

- c. Financing Services. If the Company pursues a Financing, Miller Buckfire will:
- i. provide financial advice and assistance to the Company in structuring and effecting a Financing, identify potential Investors (as defined below) and, at the Company's request, contact such Investors;
 - ii. if requested by the Company, assist the Company in developing and preparing a memorandum (with any amendments or supplements thereto, the "Financing Offering Memorandum") to be used in soliciting potential Investors, it being agreed that (A) the Financing Offering Memorandum shall be based entirely upon information supplied by the Company and (B) the Company shall be solely responsible for the accuracy and completeness of the Financing Offering Memorandum;
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- iii. if requested by the Company, assist the Company and/or participate in negotiations with potential Investors; and
- iv. if requested by the Company, attend meetings of the Company's Board of Directors and its committees.

For purposes of this agreement, the term "Financing" shall mean (i) a private issuance, sale or placement of new equity, equity-linked or debt securities, instruments or obligations of the Company with one or more lenders and/or investors except to the extent issued to existing security holders of the Company in exchange for their existing securities, instruments or obligations or (ii) any new loan or other financing, including any "debtor-in-possession financing" or "exit financing" in connection with a case under the Bankruptcy Code except any amendment, waiver, extension or refinancing of the Company's existing indebtedness except to the extent of any incremental financing commitment, or (iii) a rights offering (each such lender or investor, an "Investor").

It is understood and agreed that nothing contained herein shall constitute an expressed or implied commitment by Miller Buckfire to act in any capacity or to underwrite, place or purchase any financing or securities, which commitment shall only be set forth in a separate underwriting, placement agency or other appropriate agreement relating to the Financing.

- d. Amendment Services. If the Company pursues an Amendment, Miller Buckfire will provide financial advice and assistance to the Company in developing, structuring and seeking approval of one or more amendments, waivers or consents (in written form and executed as required by the Credit Facility defined below, an "Amendment" or "Amendments") of its \$412,921,300 Credit Agreement, dated as of May 31, 2007, as amended and restated as of December 16, 2008, by and among the Company and the several lenders thereunder (the "Credit Facility"), that liberalizes the borrowing base or modifies the Company's existing covenants in the Credit Facility.
 - e. Sale Services. If the Company pursues a Sale, Miller Buckfire will:
 - i. provide financial advice and assistance to the Company in connection with a Sale, identify potential acquirors and, at the Company's request, contact such potential acquirors;
 - ii. assist the Company in preparing a memorandum (with any amendments or supplements thereto, the "Sale Memorandum") to be used in soliciting potential acquirors, it being agreed that (A) the Sale Memorandum shall be based entirely upon information supplied by the Company and (B) the Company shall be solely responsible for the accuracy and completeness of the Sale Memorandum;
 - iii. assist the Company and/or participate in negotiations with potential acquirors; and
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- iv. if requested by the Company, attend meetings of the Company's Board of Directors and its committees.

For purposes of this agreement, the term "Sale" shall mean the disposition to one or more third parties in one or a series of related transactions of (x) all or substantially all of the equity securities of the Company by the security holders of the Company or (y) all or substantially all of the assets (including the assignment of any executory contracts) or businesses of the Company or its subsidiaries; provided that a sale by the Company of fleet or other equipment shall not constitute a Sale and no fees shall be payable in connection therewith; in either case, including through a sale or exchange of capital stock, options or assets, a lease of assets with or without a purchase option, a merger, consolidation or other business combination, the formation of a joint venture, partnership or similar entity, or any similar transaction.

For purposes of this agreement, the term "Transaction" shall mean (x) a Restructuring, (y) Sale or (z) any combination thereof.

In rendering its services to the Company hereunder, Miller Buckfire is not assuming any responsibility for the Company's underlying business decision to pursue or not to pursue any business strategy or to effect or not to effect any Financing, Restructuring, Amendment and/or Sale or other transaction. The Company agrees that Miller Buckfire shall not have any obligation or responsibility to provide accounting, audit, "crisis management," or business consultant services for the Company and shall have no responsibility for designing or implementing operating, organizational, administrative, cash management or liquidity improvements, or to provide any fairness or valuation opinions or any advice or opinions with respect to solvency in connection with any transaction. The Company confirms that it will rely on its own counsel, accountants and similar expert advisors for legal, accounting, tax and other similar advice.

In order to coordinate effectively the Company's and Miller Buckfire's activities to effect a Financing, Restructuring, Amendment and/or Sale, the Company will promptly inform Miller Buckfire of any discussions, negotiations or inquiries regarding a possible Financing, Restructuring, Amendment and/or Sale (including any such discussions, negotiations or inquiries that have occurred in the six month period prior to the date of this agreement).

The Company shall make available to Miller Buckfire all information concerning the business, assets, operations, financial condition and prospects of the Company that Miller Buckfire reasonably requests in connection with the services to be performed for the Company hereunder and shall provide Miller Buckfire with reasonable access to the Company's officers, directors, employees, independent accountants and other advisors and agents as Miller Buckfire shall deem appropriate. The Company recognizes and confirms that in advising the Company and completing its engagement hereunder, Miller Buckfire will be using and relying on publicly available information and on data, material and other information furnished to Miller Buckfire by the Company and other parties. It is understood that in performing under this engagement Miller Buckfire may assume and

rely upon the accuracy and completeness of, and is not assuming any responsibility for independent verification of, such publicly available information and the other information so furnished.

2. Miller Buckfire's compensation for services rendered under this agreement will consist of the following cash fees:
 - a. A monthly financial advisory fee of \$200,000 (the "Monthly Advisory Fee"), which shall be due and paid by the Company beginning upon the execution of this agreement and thereafter on the 18th day of each month during the term of this engagement. Fifty percent of the aggregate monthly advisory fees paid to Miller Buckfire in excess of \$1,200,000 shall be credited (but only once) against any Amendment Fee, Transaction Fee or Financing Fee.
 - b. If at any time during the term of this engagement or within the twelve months following the termination of this engagement by the Company (including the term of this engagement, the "Fee Period"), any Amendment with a duration of at least one year is consummated, Miller Buckfire shall be entitled to receive a fee, as to each such Amendment but with respect to all matters contemplated by such Amendment, of \$3,000,000 (the "Amendment Fee"), contingent upon the effectiveness of such Amendment and payable at the effectiveness thereof. Notwithstanding anything to the contrary in this agreement, (i) if a Transaction occurs within six months after an Amendment, One-hundred percent of any Amendment Fee paid and/or payable to Miller Buckfire shall be credited against any Transaction Fee and (ii) if a Transaction occurs more than six months after an Amendment, Fifty percent of any Amendment Fee paid and/or payable to Miller Buckfire shall be credited against any Transaction Fee.
 - c. If at any time during the Fee Period, (x) any Transaction is consummated or (y)(1) an agreement in principle, definitive agreement or Plan to effect a Transaction is entered into and (2) concurrently therewith or at any time thereafter (including following the expiration of the Fee Period), any Transaction is consummated, Miller Buckfire shall be entitled to receive a transaction fee (a "Transaction Fee"), contingent upon the consummation of a Transaction and payable at the closing thereof, equal to \$5,750,000.

Notwithstanding anything to the contrary in this agreement, in connection with any Restructuring that is intended to be effected, in whole or in part, as a prepackaged, partial prepackaged or prearranged plan of reorganization anticipated to involve the solicitation of acceptances of such plan in compliance with the Bankruptcy Code, by or on behalf of the Company, from holders of any class of the Company's securities, indebtedness or obligations (a "Prepackaged Plan") the Transaction Fee shall be payable (x) (i) in the case of a Prepackaged Plan that takes the form of prepackaged or partial prepackaged plan or reorganization, 50% upon receipt of votes from the Company's creditors necessary to confirm such Prepackaged Plan or (ii) in the case of a Prepackaged Plan that takes the form of a prearranged plan of reorganization, 50% upon

obtaining indications of support from the Company's creditors that in the good faith judgment of the Board of Directors of the Company are sufficient to justify filing such Prepackaged Plan, and (y) the balance shall be payable upon consummation of such Transaction.

- d. If at any time during the Fee Period, the Company (x) consummates any Financing or (y)(1) the Company receives and accepts written commitments for one or more Financings (the execution by a potential financing source and the Company of a commitment letter or securities purchase agreement or other definitive documentation shall be deemed to be the receipt and acceptance of such written commitment) and (2) concurrently therewith or at any time thereafter (including following the expiration of the Fee Period) any Financing is consummated, the Company will pay to Miller Buckfire the following (either as underwriting discounts, placement fees or other compensation (any such fee or compensation (a "Financing Fee")):
- i. 1.00% of the gross proceeds of any indebtedness issued that is secured by a first lien other than clause (ii), which fee shall be due and payable upon closing of the Financing;
 - ii. 1.00% of the aggregate amount of a written commitment for Debtor-in-Possession Financing, which fee shall be due and payable upon closing of the Financing;
 - iii. 2.00% of the gross proceeds of any indebtedness issued that is secured by a second or more junior lien other than clause (ii), which fee shall be due and payable upon closing of the Financing;
 - iv. 3.00% of the gross proceeds of any indebtedness issued that is unsecured other than clause (ii), which fee shall be due and payable upon closing of the Financing; and
 - v. 4.00% of the gross proceeds of any equity or equity-linked securities or obligations issued, which fee shall be due and payable upon closing of the Financing.

It is understood and agreed (x) that no Financing Fees shall be payable in respect of Financing proceeds actually funded by any current shareholders of the Company or their controlled affiliates, (y) that if the proceeds of any such Financing are to be funded in more than one stage, the aggregate proceeds to be raised in all stages of such Financing shall be deemed to have been received, and Miller Buckfire shall be entitled to the applicable compensation hereunder calculated based on such aggregate proceeds, upon the closing date of the first stage thereof and (z) fifty percent of Financing Fees paid and/or payable to Miller Buckfire shall be credited against any Transaction Fee.

Each party hereto acknowledges and agrees that Miller Buckfire's restructuring expertise as well as its capital markets knowledge, financing skills and mergers and acquisitions

capabilities, some or all of which may be required during the term of Miller Buckfire's engagement hereunder, were important factors in determining the amount of the various fees set forth herein, and that the ultimate benefit of Miller Buckfire's services hereunder could not be measured merely by reference to the number of hours to be expended by Miller Buckfire's professionals in the performance of such services. Each party hereto also acknowledges and agrees that the various fees set forth herein have been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of Miller Buckfire and that the actual time and commitment required of Miller Buckfire and its professionals to perform its services hereunder may vary substantially from week to week or month to month, creating "peak load" issues for the firm. In addition, given the numerous issues associated with Miller Buckfire's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Miller Buckfire's services for engagements of this nature in an out-of-court context, each party hereto agrees that the fee and expense arrangements hereunder are reasonable under all applicable legal standards. In addition, the Company and Miller Buckfire acknowledge and agree that more than one fee may be payable to Miller Buckfire under subparagraphs 2(b), 2(c) and/or 2(d) hereof in connection with any single transaction or a series of transactions, it being understood and agreed that (i) if more than one fee becomes so payable to Miller Buckfire in connection with a series of transactions, each such fee shall be paid to Miller Buckfire (e.g., if the Company consummates a Transaction (whether a Sale or Restructuring) and in connection therewith a Financing is consummated (whether contemporaneously or otherwise), then both the Transaction Fee and any applicable Financing Fees shall be paid, subject to applicable crediting) and (ii) in no event shall more than one Transaction Fee be payable pursuant to this agreement.

3. In addition to any fees payable by the Company to Miller Buckfire hereunder, the Company shall, whether or not any transaction contemplated by this agreement shall be proposed or consummated, reimburse Miller Buckfire on a monthly basis for its travel and other reasonable, customary and documented out-of-pocket expenses incurred in connection with, or arising out of Miller Buckfire's activities under or contemplated by this engagement or in the enforcement of Miller Buckfire's rights hereunder, including all reasonable, customary and documented out-of-pocket fees, disbursements and other charges of counsel to be retained by Miller Buckfire (without the requirement that the retention of such counsel be approved by the Bankruptcy Court) and of other consultants and advisors retained by Miller Buckfire with the Company's prior written consent. Such reimbursements shall be made promptly upon submission by Miller Buckfire of statements for such expenses.
 4. The Company agrees to indemnify Miller Buckfire and certain related persons in accordance with the indemnification provisions ("Indemnification Provisions") set forth in Annex A hereto. Such Indemnification Provisions are an integral part of this agreement, and the terms thereof are incorporated by reference herein. Such Indemnification Provisions shall survive any termination or completion of Miller Buckfire's engagement hereunder.
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5. The Company agrees that none of Miller Buckfire, its affiliates or their respective directors, officers, members, managers, agents, employees and controlling persons, or any of their respective successors or assigns ("Covered Persons") shall have any liability to the Company or any person asserting claims on behalf of the Company or in the Company's right for or in connection with this engagement or any transactions or conduct in connection therewith except for losses, claims, damages, liabilities or expenses incurred by the Company which are finally judicially determined to have resulted primarily from bad faith, gross negligence or willful misconduct of such Covered Person.
 6. This agreement and Miller Buckfire's engagement hereunder may be terminated by either the Company or Miller Buckfire at any time, upon prior written notice thereof to the other party; provided, however, that (a) termination of Miller Buckfire's engagement hereunder shall not affect the Company's continuing obligation to indemnify Miller Buckfire and certain related persons as provided for in this agreement, and its continuing obligations and agreements under paragraphs 5 and 7 hereof, (b) notwithstanding any such termination by the Company, Miller Buckfire shall be entitled to the full fees in the amounts and at the times provided for in paragraph 2 hereof, (c) any termination of Miller Buckfire's engagement hereunder shall not affect the Company's obligation to reimburse expenses accruing prior to such termination to the extent provided in paragraph 3 hereof, and (d) notwithstanding anything to the contrary in paragraph 2 of this agreement, the Fee Period shall end at the earlier of (i) twelve months following the termination of this engagement by the Company or (ii) the date on which the Company pays the Transaction Fee together with any other fees or amounts then due and payable hereunder.
 7. Miller Buckfire has been retained under this agreement as an independent contractor with no fiduciary or agency relationship to the Company or to any other party. The advice (oral or written) rendered by Miller Buckfire pursuant to this agreement is intended solely for the benefit and use of the Board of Directors and management of the Company in considering the matters to which this agreement relates, and the Company agrees that such advice may not be relied upon by any other person or entity, used for any other purpose or reproduced, disseminated, quoted or referred to at any time, in any manner for any purpose, nor shall any public references to Miller Buckfire be made by the Company, without the prior written consent of Miller Buckfire; provided, however nothing herein shall restrict or prohibit the Company from making disclosures of such advice to its legal counsel or as required under applicable law.
 8. Prior to the closing of a Transaction, Miller Buckfire shall maintain the confidentiality of this engagement and shall not disclose its role as advisor to the Company. Following the closing of a Transaction, the Company agrees that Miller Buckfire shall have the right to place advertisements in financial and other newspapers and journals at its own expense describing its services to the Company hereunder; provided that Miller Buckfire will submit a copy of any such advertisement to the Company for its approval, which approval shall not be unreasonably withheld or delayed.
 9. This agreement shall be deemed to be made in New York. This agreement and all controversies arising from or relating to performance of this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York
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without giving effect to such state's rules concerning conflicts of laws that might provide for any other choice of law. The parties hereby irrevocably consent to personal jurisdiction in the Supreme Court of the State of New York in New York County, Commercial Part, or any Federal court sitting in the Southern District of New York for the purposes of any suit, action, claim or counterclaim or other proceeding arising out of this agreement or any of the agreements or transactions contemplated hereby, which is brought by or on behalf of either party related to or arising out of this agreement or the agreements or transactions contemplated hereby, hereby waive any objection to venue with respect thereto, and hereby agree that all claims in respect of any such suit, action or proceeding shall be heard and determined in any such court, and that such courts shall have exclusive jurisdiction over any claims arising out of or relating to such agreements or transactions ; provided that in the event that the Company becomes a debtor under chapter 11 of the Bankruptcy Code, during any such case, any such claims may also be heard and determined in the Bankruptcy Court (as defined below). The parties hereby irrevocably consent to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the respective addresses set forth on the first page of this agreement, such service to become effective ten (10) days after such mailing. ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT OR CONDUCT IN CONNECTION WITH MILLER BUCKFIRE'S ENGAGEMENT IS HEREBY WAIVED.

10. This agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together will constitute one and the same instrument. This agreement shall be binding upon Miller Buckfire and the Company and their respective successors and permitted assigns (including, in the case of the Company, any successor to all or substantially all of the assets and/or the businesses of the Company under a Plan). This agreement is not intended to confer any rights upon any shareholder, creditor, owner or partner of the Company, or any other person or entity not a party hereto other than the indemnified persons referenced in the Indemnification Provisions contained herein and the Covered Persons referenced above. This agreement (including the Indemnification Provisions) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof; provided, however, that the confidentiality letter agreement dated September 18, 2008 between the Company and Miller Buckfire shall remain in full force and effect in accordance with its terms. If any provision of this agreement is determined to be invalid or unenforceable in any respect, such determination will not affect the agreement in any other respect, which will remain in full force and effect. 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 may not be assigned by either party hereto without the other party's written consent and any attempted assignment without such consent shall be void.
 11. The Company hereby acknowledges that affiliates of Miller Buckfire engage in the hedge fund and/or principal investment business, which affiliates are separated by ethical walls to prevent the improper sharing of client information. The Company hereby acknowledges and agrees that such affiliates may from time to time have a long or short
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position in, buy and sell or otherwise effect transactions for their own accounts or for the accounts of investment pools managed by them in the securities, loans or other obligations or instruments of the Company or those of other companies or entities so long as the personnel involved in performing such activities have not received access to the Company's confidential information from Miller Buckfire or otherwise discussed with the personnel involved with any transaction contemplated hereby matters relating to any such transaction.

12. In the event that the Company becomes a debtor under chapter 11 of the Bankruptcy Code, the Company shall apply promptly to the bankruptcy court having jurisdiction over the chapter 11 case or cases (the "Bankruptcy Court") for the approval pursuant to sections 327(a) and 328(a) of the Bankruptcy Code of this agreement and Miller Buckfire's retention by the Company under the terms of this agreement, subject only to the standard of review provided for in Section 328(a) of the Bankruptcy Code, and not subject to the standard of review under section 330 of the Bankruptcy Code or any other standard of review, and shall use its best efforts to obtain Bankruptcy Court authorization thereof. The Company shall supply Miller Buckfire and its counsel with a draft of such application and the proposed order authorizing Miller Buckfire's retention that is proposed to be submitted to the Bankruptcy Court sufficiently in advance of the filing of such application or the submission of such order, as the case may be, to enable Miller Buckfire and its counsel to review and comment thereon. Miller Buckfire shall have no obligation to provide any services under this agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless Miller Buckfire's retention under the terms of this agreement is approved under Section 328(a) of the Bankruptcy Code by a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which order is acceptable to Miller Buckfire in all respects. Miller Buckfire acknowledges that in the event that the Bankruptcy Court approves its retention by the Company pursuant to the application process described in this paragraph 12, payment of Miller Buckfire's fees and expenses shall be subject to (i) the jurisdiction and approval of the Bankruptcy Court under Section 328(a) of the Bankruptcy Code and any order approving Miller Buckfire's retention, (ii) any applicable fee and expense guidelines and/or orders and (iii) any requirements governing interim and final fee applications. In the event that the Company becomes a debtor under the Bankruptcy Code and Miller Buckfire's engagement hereunder is approved by the Bankruptcy Court, the Company shall pay all fees and expenses of Miller Buckfire hereunder (including, without limitation, the fees and expenses of Miller Buckfire's counsel) as promptly as practicable in accordance with the terms hereof. Prior to commencing a chapter 11 case, the Company shall pay all undisputed amounts theretofore due and payable to Miller Buckfire in cash.

In any such chapter 11 case or cases, the Company agrees that Miller Buckfire's post-petition compensation as set forth herein and payments made pursuant to the expense reimbursement and indemnification provisions of this Agreement shall be entitled to priority as expenses of administration under Sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code and shall further be entitled to the benefits of any "carve-outs" for professional fees and expenses (which carve-outs shall be adequate to enable the Company to pay promptly Miller Buckfire the compensation and expense reimbursement contemplated hereby taking into account the Company's obligations to other professionals

entitled to the benefit of the carve-outs) in effect in such cases pursuant to one or more financing orders entered by the Bankruptcy Court. The Company shall use its reasonable efforts to ensure that any cash collateral order, debtor-in-possession financing order and/or similar order entered in such chapter 11 case or cases (a) permits the use of cash collateral and financing proceeds for the full and prompt payment of all of Miller Buckfire's fees and expenses contemplated hereby (including, without limitation, all fees contingent upon the occurrence of transactions), and (b) contains the agreements by the lenders (or parties whose cash collateral is being used) that Miller Buckfire's fees and expenses shall be paid at the times and from the sources specified herein.

[Signature Page Follows]

We are pleased to accept this engagement and look forward to working with the Company. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this letter, which shall thereupon constitute a binding agreement between Miller Buckfire and the Company.

Very truly yours,

MILLER BUCKFIRE & CO., LLC

By:



Name: *RONEN B. JUREL*
Title: *MANAGING DIRECTOR*

By:

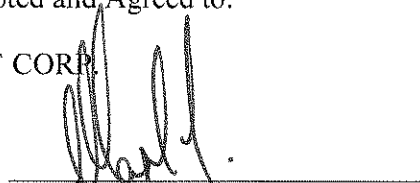
Name:

Title:

Accepted and Agreed to:

NEFF CORP.

By:



Name: Mark Irion

Title: Chief Financial Officer

ANNEX A

INDEMNIFICATION PROVISIONS

In connection with the engagement of Miller Buckfire & Co., LLC ("Miller Buckfire") as financial advisor to Neff Corp., the Company hereby agrees to indemnify and hold harmless Miller Buckfire and its affiliates, their respective directors, officers, members, managers, agents, employees and controlling persons, and each of their respective successors and assigns (collectively, the "indemnified persons"), to the full extent lawful, from and against all losses, claims, damages, liabilities and expenses incurred by them which are related to or arise out of Miller Buckfire's activities under Miller Buckfire's engagement. The Company will not be responsible, however, for any losses, claims, damages, liabilities or expenses which are finally judicially determined to have resulted primarily from the bad faith, gross negligence or willful misconduct of the person seeking indemnification hereunder. For purposes of these indemnification provisions, the term the "Company" has the meaning set forth in the engagement letter, dated as of June 18, 2009, between Miller Buckfire and Neff Corp., of which these indemnification provisions are an integral part.

After receipt by an indemnified person of notice of any complaint or the commencement of any action or proceeding with respect to which indemnification is being sought hereunder, such person will notify the Company in writing of such complaint or of the commencement of such action or proceeding, but failure so to notify the Company will relieve the Company from any liability which the Company may have hereunder only if, and to the extent that such failure results in the forfeiture by the Company of substantial rights and defenses, and will not in any event relieve the Company from any other obligation or liability that the Company may have to any indemnified person otherwise than under these indemnification provisions. If the Company so elects or is requested by such indemnified person, the Company will assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to Miller Buckfire and the payment of the fees and disbursements of such counsel. In the event, however, such indemnified person reasonably determines in its judgment that having common counsel would present such counsel with a conflict of interest or if the defendants in, or targets of, any such action or proceeding include both an indemnified person and the Company, and such indemnified person reasonably concludes that there may be legal defenses available to it or other indemnified persons that are different from or in addition to those available to the Company, or if the Company fails to assume the defense of the action or proceeding or to employ counsel reasonably satisfactory to such indemnified person, in either case in a timely manner, then such indemnified person may employ separate counsel to represent or defend it in any such action or proceeding and the Company will pay the fees and disbursements of such counsel; provided, however, that the Company will not be required to pay the fees and disbursements of more than one separate counsel (in addition to local counsel) for all indemnified persons in any jurisdiction in any single action or proceeding. In any action or proceeding the defense of which the Company assumes, the indemnified person will have the right to participate in such litigation and to retain its own counsel at such indemnified person's own expense. The Company further agrees that it will not, without the prior written consent of Miller Buckfire (not to be unreasonably withheld), settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not Miller Buckfire or any other indemnified person is an actual or potential party to such claim, action, suit or proceeding) unless such settlement, compromise or consent includes an unconditional release of Miller Buckfire and each other indemnified person hereunder from all liability arising out of such claim, action, suit or proceeding.

The Company agrees that if any indemnification sought by an indemnified person pursuant to these indemnification provisions is held by a court to be unavailable for any reason other than as specified in the second sentence of the first paragraph of these indemnification provisions, then (whether or not Miller Buckfire is the indemnified person), the Company and Miller Buckfire will contribute to the losses, claims, damages, liabilities and expenses for which such indemnification is held unavailable (i) in such proportion as is appropriate to reflect the relative benefits to the Company, on the one hand, and Miller Buckfire, on the other hand, in connection with Miller Buckfire's engagement referred to above, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i), but also the relative fault of the Company, on the one hand, and Miller Buckfire, on the other hand, as well as any other relevant equitable considerations; provided, however, that in any event the aggregate contribution of all indemnified persons, including Miller Buckfire, to all losses, claims, damages, liabilities and expenses with respect to which contribution is available hereunder will not exceed the amount of fees actually received by Miller Buckfire from the Company pursuant to Miller Buckfire's engagement referred to above. It is hereby agreed that for purposes of this paragraph, the relative benefits to the Company, on the one hand, and Miller Buckfire, on the other hand, with respect to Miller

Buckfire's engagement shall be deemed to be in the same proportion as (i) the total value paid or proposed to be paid or received by the Company or the Company's stockholders, claims holders or contract parties, as the case may be, pursuant to the transaction, whether or not consummated, for which Miller Buckfire is engaged to render financial advisory services, bears to (ii) the fee paid or proposed to be paid to Miller Buckfire in connection with such engagement. It is agreed that it would not be just and equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any other method which does not take into account the considerations referred to in this paragraph.

The Company further agrees that it will promptly reimburse Miller Buckfire and any other indemnified person hereunder for all expenses (including reasonable fees and disbursements of counsel) as they are reasonably incurred by Miller Buckfire or such other indemnified person in connection with investigating (in connection with a claim made naming Miller Buckfire), preparing for or defending, or providing evidence in, any pending or threatened action, claim, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not Miller Buckfire or any other indemnified person is a party) and in enforcing these indemnification provisions.

The Company's indemnity, contribution, reimbursement and other obligations under these indemnification provisions shall be in addition to any liability that the Company may otherwise have, at common law or otherwise, and shall be binding on the Company's successors and assigns.

Solely for purposes of enforcing these indemnification provisions, the Company hereby consents to personal jurisdiction, service of process and venue in any court in which any claim or proceeding which is subject to, or which may give rise to a claim for indemnification or contribution under, these indemnification provisions is brought against Miller Buckfire or any other indemnified person.

These indemnification provisions shall apply to the above-mentioned engagement, activities relating to the engagement occurring prior to the date hereof, and any subsequent modification of or amendment to such engagement, and shall remain in full force and effect following the completion or termination of Miller Buckfire's engagement.

EXHIBIT B

Bojmel Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
NEFF CORP., <u>et al.</u> , ¹)	Case No. 10-_____(____)
)	
)	Joint Administration Requested
Debtors.)	
)	

**DECLARATION OF RONEN BOJMEL IN SUPPORT OF THE APPLICATION OF
THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF MILLER BUCKFIRE & CO. LLC AS INVESTMENT BANKER
AND FINANCIAL ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Ronen Bojmel, under penalty of perjury, declares as follows:

1. I am a Managing Director of the firm Miller Buckfire & Co., LLC (“Miller Buckfire”), which has its principal office at 153 East 53rd Street, 22nd Floor, New York, New York 10022. I am authorized to execute this declaration on behalf of Miller Buckfire. Unless otherwise stated in this declaration, I have personal knowledge of the facts set forth herein.

2. This declaration is being submitted in support of the Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of Miller Buckfire & Co., LLC as Investment Banker and Financial Advisor to the Debtors and Debtors in Possession Effective

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Neff Holdings LLC (0571); Neff Corp. (6400); Neff Finance Corp. (3639); Neff Holdings Corp. (0431); Neff Rental, Inc. (0403); and Neff Rental LLC (3649). The location of the Debtors’ corporate headquarters and the service address for all the Debtors except Neff Holdings LLC is: 3750 N.W. 87th Ave., Suite 400, Miami, Florida 33178. The service address for Neff Holdings LLC is: 375 Park Avenue, New York, New York 10152.

Nunc Pro Tunc to the Petition Date (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”).

Miller Buckfire’s Qualifications

3. Miller Buckfire is an independent firm that provides strategic and financial advisory services in large-scale corporate restructuring transactions. Miller Buckfire is principally owned and controlled by the employees of Miller Buckfire. Miller Buckfire currently has approximately 75 employees.

4. Miller Buckfire’s professionals have extensive experience in providing financial advisory and investment banking services to financially distressed companies and to creditors, equity holders, and other constituencies in reorganization proceedings and complex financial restructurings, both in and out of court. For instance, Miller Buckfire’s professionals are providing or have provided financial advisory, investment banking, and other services in connection with the restructuring of numerous companies including: Acterna Corporation; Aerovías Nacionales de Colombia S.A.; Allied Holdings, Inc.; Amtrol Inc.; Anchor Danly Company; Applied Extrusion Technologies, Inc.; AT&T Latin America; Aurora Foods Inc.; Autocam Corporation; Avado Brands, Inc.; Birch Telecom, Inc.; Black Diamond Mining Company, LLC; Bruno’s Inc.; Burlington Industries; Calpine Corporation; Cambridge Industries; Carmike Cinemas; Celotex Corporation; Centerpoint Energy; Citation Corporation; CMS Energy Corporation; Criimi Mae, Inc.; CTC Communications; Cygnus Business Media, Inc.; Dana Corporation; Delta Air Lines, Inc.; Dow Corning Corporation; Drypers, Inc.; Dura Automotive Systems, Inc.; EaglePicher Holdings Inc.; Exide Technologies; Eurotunnel Group; Favorite Brands International Inc.; FLYi, Inc.; Foamex International; Focal Communications

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

Corporation; FPA Medical Management; Gate Gourmet; General Growth Properties, Inc.; Grand Union Co.; Greatwide Logistics Services, Inc.; Grupo TMM; Hines Horticulture, Inc.; Horizon Natural Resources Company; Huntsman Corporation; ICG Communications; ICO Global Communication, Ltd.; Idearc, Inc.; IMPATH Inc.; Interstate Bakeries Corporation; J.L. French Automotive Castings; Kmart Corporation; Laidlaw, Inc.; Lear Corporation; Level (3) Communications; Loewen Group; McLeodUSA; Meridian Technologies Inc.; Mervyn's Inc.; Micro Warehouse; Mirant Corp.; Montgomery Ward & Co.; National Airlines; Oakwood Homes; Pacific Crossing Limited; Pathmark Stores, Inc.; Pegasus Satellite Communications; PennCorp Financial Group, Inc.; Pioneer Companies; PSINet; Polaroid Corporation; Polymer Group, Inc.; Progressive Molded Products Inc.; Questex Media Group, Inc.; The Reader's Digest Association, Inc.; SI Corporation; Simmons Bedding Company; The Spiegel Group; Stallion Oilfield Services, Ltd.; Sunbeam Corporation; Stolt-Nielsen S.A.; Stolt-Offshore S.A.; TECO Energy; Trans World Airlines; U.S. Office Products; and Women First Healthcare, Inc. Miller Buckfire's professionals are also providing or have provided mergers and acquisitions advisory services in connection with whole or partial company sale transactions involving companies across a wide range of industries, including: Atwood Mobile Products (Dura Corporation); Aurora Foods; Burlington Industries; Calpine Corporation; Cambridge Industries; Career Blazers; Conversent Communications; Country Road Communications; Dana Corporation; Focal Communications; Global Valley Networks; IMPATH; Pegasus Broadcast Corporation; Pegasus Communications; PSINet; and Polaroid Corporation.

5. The Debtors seek to retain Miller Buckfire as their financial advisor and investment banker because, among other things, Miller Buckfire has extensive experience and an

excellent reputation for providing high quality financial advisory and investment banking services to debtors and creditors in bankruptcy reorganizations and other restructurings.

6. On June 18, 2009, the Debtors engaged Miller Buckfire to provide general investment banking and financial advice in connection with the Debtors' attempts to complete a strategic restructuring, reorganization, and/or recapitalization and, if necessary, to prepare for the commencement of these chapter 11 cases.³

7. Since that time, Miller Buckfire has provided the following services, among others, to the Debtors in connection with their restructuring efforts:

- a. familiarized itself with the Debtors' assets and operations;
- b. analyzed the Debtors' current liquidity and projected cash flows;
- c. reviewed the Debtors' five year business plan and aided in the preparation of related presentation materials;
- d. prepared various analyses regarding the Debtors' liquidity and debt capacity;
- e. examined and assisted in the implementation of potential restructuring alternatives;
- f. assisted the Debtors in negotiating with the agent for the prepetition revolving credit facility for additional liquidity through a reduction of the reserve amount placed on the Debtors' borrowing base for liabilities related to its swaps;
- g. coordinated, participated in, and prepared presentation materials for meetings with the Debtors' board of directors, regular meetings of the Restructuring Advisory Committee, and the various parties in interest regarding both in-court and out-of-court alternatives;
- h. assisted the Debtors in negotiating confidentiality agreements, gathering and developing due diligence information, organizing and participating in due diligence meetings and conference calls with parties in interest and their respective advisors;

³ Miller Buckfire was previously engaged by the Debtors from approximately October 2008 to December 2008 in connection with the Debtors' exchange of unsecured senior notes for first lien term loans.

- i. prepared the Company's marketing materials for purposes of conducting a new money investment/sale process and alternative debt capital raise;
- j. assisted the Debtors in the identification of potential alternative debt and equity financing sources;
- k. engaged in negotiations with the Debtors' stakeholders and sponsors regarding the terms of a potential balance sheet restructuring and new money investment;
- l. provided financial advice and assistance to the Debtors in negotiating, structuring, and effecting the proposed debtor in possession financing and exit financing;
- m. advised the Debtors in connection with various agreements necessary to launch the pre-arranged bankruptcy process, including: restructuring support agreements, financing commitment letters, backstop commitment letters, and the Debtors' prearranged plan of reorganization and disclosure statement; and
- n. assisted the Debtors and their advisors with developing the process and procedures for a chapter 11 filing.

8. In providing professional services to the Debtors in connection with these matters, Miller Buckfire has worked closely with the Debtors' Restructuring Advisory Committee, management, and other professionals and has become well-acquainted with the Debtors' businesses, capital structure, financial affairs, economic interests, and positions of key constituents and related matters. Likewise, in providing prepetition services to the Debtors, Miller Buckfire's professionals have worked closely with the Debtor's senior management, financial staff, external stakeholders, and other professionals. The experience Miller Buckfire gained before the Petition Date will facilitate the provision of services required by the Debtors in these chapter 11 cases. I believe that Miller Buckfire is both well-qualified and uniquely able to represent it in these chapter 11 cases in an efficient and timely manner.

Services to Be Provided

9. The parties have entered into the Engagement Letter, which governs the relationship between Miller Buckfire and the Debtors. The terms and the conditions of the Engagement Letter were negotiated between Miller Buckfire and the Debtors, and they reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. Subject to further order of the Court and consistent with the Engagement Letter, Miller Buckfire will provide a broad range of necessary financial advisory and investment banking services (the "Services") as Miller Buckfire and the Debtors shall deem appropriate and feasible in order to advise the Debtors in the course of these chapter 11 cases, including but not limited to the following:⁴

- a. review and analyze the Debtors' businesses, operations, financial condition, and prospects;
- b. provide general financial advisory and investment services, including, if the Debtors determine to undertake an Amendment, Sale, Restructuring, and/or Financing, advising and assisting the Debtors in structuring and effecting such a transaction or transactions;
- c. provide financial and valuation advice and assistance to the Debtors in developing and seeking approval of a restructuring plan under the Bankruptcy Code;
- d. provide financial advice and assistance to the Debtors in structuring any new securities to be issued under a restructuring plan;
- e. assist the Debtors and/or participate in negotiations with entities or groups affected by a restructuring plan;
- f. assist the Debtors and/or participate in negotiations with potential investors;

⁴ The summaries of the Engagement Letter contained in this declaration are provided for purposes of convenience only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control. Capitalized terms used but not otherwise defined in the summaries of the Engagement Letter contained herein shall have the meanings ascribed to such terms in the Engagement Letter.

- g. assist the Debtors with administrative obligations arising out of the chapter 11 filing, including preparing management for any organizational and/or ongoing meetings of creditors;
- h. participate in meetings of the Debtors' board of directors and committees; and
- i. participate in hearings before the Bankruptcy Court with respect to the matters upon which Miller Buckfire has provided advice.

10. The Services that Miller Buckfire will provide to the Debtors are necessary to enable the Debtors to maximize the value of their estates. All of the services that Miller Buckfire will provide to the Debtors will be undertaken at the request of the Debtors and will be appropriately directed by the Debtors so as to avoid duplicative efforts among the professionals retained in these chapter 11 cases.

Professional Compensation

11. Miller Buckfire's decision to continue with this engagement to advise and assist the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the expenses it incurs in accordance with its customary billing practices.

12. Miller Buckfire intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, guidelines established by the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee"), and any

other applicable procedures and orders of the Court and consistent with the proposed compensation set forth in the Engagement Letter (the “Fee and Expense Structure”).⁵

13. Subject to the Court’s approval, the Engagement Letter provides in relevant part for the following compensation to Miller Buckfire in consideration for services to be performed in these chapter 11 cases:

- a. a Monthly Advisory Fee of \$200,000; provided, that 50 percent of the aggregate monthly advisory fees paid to Miller Buckfire in excess of \$1,200,000 shall be credited (but only once) against any Transaction Fee or Financing Fee;⁶
- b. a Transaction Fee equal to \$2,875,000;⁷
- c. Financing Fees contingent upon and due and payable at the closing of a Financing, including:
 - i. 1.00 percent of the gross proceeds of any indebtedness that is secured by a first lien other than clause a Financing contemplated in clause (ii) below;
 - ii. 1.00 percent of the aggregate amount of a written commitment for Debtor-in-Possession Financing;
 - iii. 2.00 percent of the gross proceeds of any indebtedness that is secured by a second or more junior lien other than a Financing contemplated in clause (ii) above;
 - iv. 3.00 percent of the gross proceeds of any indebtedness that is unsecured other than a Financing contemplated in clause (ii) above; and

⁵ This summary is presented for convenience purposes only. The terms set forth in the Engagement Letter are controlling in all respects. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Engagement Letter.

⁶ The Engagement Letter also contemplates an Amendment Fee of \$3,000,000 upon the consummation of an Amendment to the Credit Agreement. Because the Debtors have filed for chapter 11, the Amendment Fee is no longer applicable.

⁷ The Engagement Letter provides for a Transaction Fee of \$5,750,000, 50 percent of which was earned and paid prior to the Petition Date as provided by the Engagement Letter. Accordingly, \$2,875,000 remains to be paid upon the consummation of a Transaction, subject to applicable crediting and approval by the Court.

- v. 4.00 percent of the gross proceeds of any equity or equity-linked securities or obligations issued;

provided, that, in each case, no Financing Fee shall be payable on any such proceeds to the extent actually funded by any current shareholders of the Debtors or their controlled affiliates; and

provided further, however, that 50 percent of the Financing Fees paid and/or payable to Miller Buckfire shall be credited against any Transaction Fee; and

- d. Reimbursement of Expenses: In addition to the fees described above, and regardless of whether any Transaction or Financing occurs, the Debtors shall promptly reimburse Miller Buckfire on a monthly basis for travel and other reasonable out-of-pocket expenses incurred in connection with Miller Buckfire's activities under the Engagement Letter, including all fees, disbursements and other charges of counsel and other consultants and advisors to be retained by Miller Buckfire.

14. Miller Buckfire and the Debtors believe that the compensation arrangements provided for in the Engagement Letter and generally described above are both reasonable and market-based. To induce Miller Buckfire to do business with the Debtors in bankruptcy, the compensation structure described above was established to reflect the difficulty of the extensive assignments Miller Buckfire expects to undertake and the potential for failure. Miller Buckfire'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 Miller Buckfire's engagement hereunder, were important factors in determining the Fee and Expense Structure, and the ultimate benefit to the Debtors of Miller Buckfire's services hereunder cannot be measured by reference to the number of hours to be expended by Miller Buckfire's professionals in the performance of such services.

15. Miller Buckfire has obtained valuable institutional knowledge of the Debtors' businesses and financial affairs as a result of providing services to the Debtors prior to the Petition Date, and Miller Buckfire is both well-qualified and uniquely able to perform these

services and assist the Debtors in these chapter 11 cases. Moreover, I believe that Miller Buckfire's services will assist the Debtors in a successful outcome of these chapter 11 cases.

16. I believe that the Fee and Expense Structure is consistent with Miller Buckfire's normal and customary billing practices for comparably sized and complex cases, both in and out of court, involving the services to be provided in these chapter 11 cases.

17. Miller Buckfire and the Debtors believe that the compensation arrangements provided for in the Engagement Letter and generally described above are both reasonable and market-based. To induce Miller Buckfire to do business with the Debtors in bankruptcy, the compensation structure described above was established to reflect the difficulty of the extensive assignments Miller Buckfire expects to undertake and the potential for failure. Miller Buckfire's strategic and financial expertise as well as its capital markets knowledge, financing skills, and restructuring capabilities, and mergers and acquisitions expertise, some or all of which may be required by the Debtors during the term of Miller Buckfire's engagement hereunder, were important factors in determining the Fee and Expense Structure, and the ultimate benefit to the Debtors of Miller Buckfire's services hereunder cannot be measured by reference to the number of hours to be expended by Miller Buckfire's professionals in the performance of such services.

18. In addition, the Fee and Expense Structure has been agreed upon by the parties on an arm's-length basis in anticipation that a substantial commitment of professional time and effort will be required of Miller Buckfire and its professionals hereunder, and in light of the fact that such commitment may foreclose other opportunities for Miller Buckfire and that the actual time and commitment required of Miller Buckfire and its professionals to perform its services hereunder may vary substantially from week to week and month to month.

19. In light of the foregoing and given the numerous issues that Miller Buckfire may be required to address in the performance of its services hereunder, Miller Buckfire's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Miller Buckfire's services for engagements of this nature both out-of-court and in a chapter 11 context, Miller Buckfire believes that the Fee and Expense Structure is fair and reasonable and market-based under the standards set forth by section 328(a) of the Bankruptcy Code.

20. Accordingly, as more fully described below, Miller Buckfire believes that the Court should approve Miller Buckfire's retention subject to the standard of review set forth in section 328(a) of the Bankruptcy Code and that Miller Buckfire's compensation should not be subject to any additional standard of review under section 330 of the Bankruptcy Code, or otherwise. Miller Buckfire has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by section 504 of the Bankruptcy Code.

21. Prior to the Petition Date, Miller Buckfire received total monthly fees of \$2,200,000 pursuant to section 2(a) of the Engagement Letter, \$2,875,000, representing 50 percent of the Transaction Fee pursuant to section 2(c) of the Engagement Letter, and approximately \$78,596 for reimbursement of expenses incurred from June 18, 2009, through the Petition Date pursuant to section 3 of the Engagement Letter. Miller Buckfire also received a fee and expense retainer of \$10,000. To the extent that Miller Buckfire has received payment in excess of the amount actually incurred, Miller Buckfire will credit such overage to future incurred expenses. In total, Miller Buckfire received \$5,163,596 prior to the Petition Date.

22. Consistent with its ordinary practice and the practice of investment bankers in other chapter 11 cases whose fee arrangements are typically not hour-based, Miller Buckfire

does not ordinarily maintain contemporaneous time records in one tenth (0.1) hour increments or provide or conform to a schedule of hourly rates for its professionals. Therefore, Miller Buckfire is seeking a waiver from any such requirements and requests the authority to maintain such time records in one half (0.5) hour increments.

Miller Buckfire's Disinterestedness

23. The Debtors have numerous creditors, equity holders, and other parties with whom they maintain business relationships. In connection with its proposed retention by the Debtors in these chapter 11 cases, Miller Buckfire undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. To check and clear potential conflicts of interest in these chapter 11 cases, Miller Buckfire reviewed its client relationships to determine whether it had any relationships with the following entities (collectively, the "Potential Parties in Interest"):

- a. Current and Former Debtor Affiliates;
- b. Current and Recent Former Directors and Officers;
- c. Equity Holders;
- d. Indenture Trustee and Administrative Agents;
- e. Insurers;
- f. Landlords;
- g. Counterparties to Leases and Executory Contracts;
- h. Lenders and Lienholders;
- i. Litigation Parties;
- j. Noteholders;
- k. Professionals;
- l. Competitors;

- m. Significant Customers;
- n. Significant Unsecured Creditors;
- o. Significant Vendors;
- p. Swap Counterparties;
- q. Taxing Authorities;
- r. Utilities; and
- s. United States Trustee, Judges, and Court Contacts for the Southern District of New York (and Key Staff Members).

24. The identities of the Potential Parties in Interest were provided to Miller Buckfire by the Debtors.

25. Miller Buckfire is an independent and privately-owned investment bank and financial advisory firm. Miller Buckfire is wholly owned by MB Advisory Group, LLC (“MB Advisory”), a limited liability company organized under the laws of the State of Delaware. The principal owner of MB Advisory is MB Capital Co., LLC (“MB Capital”), which is also a Delaware limited liability company. MB Capital owns 90 percent of the membership interests in MB Advisory, and Sal. Oppenheim North America Corporate Finance Holding LLC (the “Investor”) owns the remaining 10 percent. The Investor is a Delaware limited liability company formed in 2007 by Sal. Oppenheim Jr. & Cie.KGaA (“Oppenheim”), at the time, a leading European private bank that provided investment banking and asset management services in various countries in Europe.

26. On March 15, 2010, Deutsche Bank AG (“Deutsche Bank”) announced that it acquired the parent company of Investor and Oppenheim. In connection with its acquisition, Deutsche Bank announced that it intends to sell or discontinue all of portions of Oppenheim’s

investment banking operations. At present, it is not possible to predict the ultimate disposition of Investor's minority interest in MB Advisory or its affiliates.

27. None of Deutsche Bank, the Investor nor Oppenheim will have involvement in Miller Buckfire's provision of services in these chapter 11 cases, and they will have no access to any of Miller Buckfire's records or other non-public information relating to this case. Given their limited relationships, Miller Buckfire does not have access to Deutsche Bank's, Investor's, or Oppenheim's conflicts databases for purposes of the disclosures being made herein. Miller Buckfire has, however, reviewed the lists of parties in interest provided by the Debtors to determine if Deutsche Bank, Oppenheim or any of their respective affiliates known to Miller Buckfire (based on a limited review of publicly available information) are parties in interest in these chapter 11 cases. To the best of my knowledge, Deutsche Bank currently holds a portion of the second lien term loan of the Debtors.

28. Miller Buckfire does not believe that Oppenheim's or Deutsche Bank's, indirect, passive minority stake in MB Advisory is material to Miller Buckfire's work in these chapter 11 cases.

29. An affiliate of Miller Buckfire serves as manager for an investment fund (the "Managed Fund"). The name of the Managed Fund is Marblegate Special Opportunities Master Fund, L.P. and the name of the manager of the Managed Fund is Marblegate Asset Management, LLC (the "Manager"). Miller Buckfire and the Manager are affiliated in that both entities are owned and controlled by MB Advisory and its parent company MB Capital.

30. The Managed Fund is intended principally for investments by third parties unrelated to Miller Buckfire. However, such investors also may include financial institutions (some of which may be parties in interest in these chapter 11 cases). In addition, MB Capital is

invested in the Managed Fund, and certain of the employees of Miller Buckfire have invested in the Managed Fund. MB Capital also is owned by the employees of Miller Buckfire. Accordingly, by virtue of such ownership, the employees of Miller Buckfire indirectly own an economic stake in the Managed Fund and its Manager. Additionally, as a consequence of the aforementioned acquisition of Oppenheim and its affiliates, at present, Deutsche Bank also has an indirect economic stake in the Managed Fund and its Manager.

31. As part of its regular business, the Managed Fund may invest from time to time in claims or securities of distressed companies, which may include or be related to clients of Miller Buckfire or parties in interest in the chapter 11 cases.

32. Miller Buckfire has instituted compliance procedures that are designed to separate the investment banking and financial advisory services provided by Miller Buckfire from the investment activities of the Managed Fund and the Manager. More particularly:

- a. a strict physical separation is maintained between Miller Buckfire employees and persons involved with the Managed Fund and the Manager, who use separate facilities, separate computing systems, and are located in separate offices;
- b. employees working in connection with these chapter 11 cases have no control over or involvement in investment decisions made for the Managed Fund, and the Manager maintains investment control over all investment decisions;
- c. no confidential information concerning the Debtors is permitted to be communicated to any persons working for the Managed Fund;
- d. similarly, employees of Miller Buckfire working in connection with these chapter 11 cases are not permitted to have access to confidential information in possession of the Managed Fund or the Manager; and
- e. employees working in connection with these chapter 11 cases do not receive information about the investments made by the Managed Fund unless the compliance officer has determined that such disclosure is permitted and has allowed such disclosure.

33. Miller Buckfire's compliance office and Miller Buckfire's general counsel are entitled to obtain information about the investments of the Managed Fund, but only in the performance of their compliance and legal supervisory duties. In addition, internal computer support staff provides hardware and software support for both Miller Buckfire and the Managed Fund, but such staff is not involved in the investment banking and financial advisory services that Miller Buckfire provides or in the investments that the Managed Fund makes.

34. Miller Buckfire and the Managed Fund have conducted their businesses in strict compliance with the foregoing ethical wall procedures. The Managed Fund is a separate entity with separate personnel whose operations are independent from the operations of Miller Buckfire. Accordingly, given the strict separations of the organizations and the compliance procedures described above, Miller Buckfire does not believe that the relationships outlined above constitute adverse interests or render Miller Buckfire not disinterested in these chapter 11 cases. In addition, in light of the foregoing compliance procedures and the strict separation of the Managed Fund from Miller Buckfire's work for the Debtors, Miller Buckfire does not believe that Deutsche Bank's indirect interest in the Managed Fund by virtue of its acquisition of Oppenheim creates any adverse interest or render Miller Buckfire not disinterested in these chapter 11 cases.

35. A number of business executives are members of an informal strategic advisory committee (the "Strategic Committee") of MB Advisory, which is the parent company of Miller Buckfire. The Strategic Committee is an informal group of business executives who have agreed to consult with and advise Miller Buckfire's parent generally on the strategic direction of the Miller Buckfire company group and future business trends. The members of the Strategic Committee have no direct financial stake in Miller Buckfire engagements and no role in the

management of Miller Buckfire. They have not been consulted concerning any matter relating to these chapter 11 cases, nor will they be so consulted in the future. Members of the Strategic Committee, and entities for whom they work, may have relationships with creditors or other parties in interest in these chapter 11 cases. However, in light of the limited role of the Strategic Committee (and the fact that its members play no role in these chapter 11 cases), Miller Buckfire is not collecting and providing detailed information regarding such possible relationships.

36. As part of its diverse practice, Miller Buckfire appears in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these chapter 11 cases. Further, Miller Buckfire has in the past, and may in the future, be represented by several attorneys and law firms, some of whom may be involved in these proceedings. In addition, Miller Buckfire has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or these chapter 11 cases in which it works with or against other professionals involved in these chapter 11 cases. Based on our current knowledge of the professionals involved in these chapter 11 cases, and to the best of my knowledge, none of these business relations constitute interests adverse to the Debtors.

37. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I nor Miller Buckfire nor any of its professional employees has any connection with the Debtors, its creditors, the U.S. Trustee or any other Potential Parties in Interest in these chapter 11 cases or their respective attorneys or accounts, except as follows:

- a. prior to the commencement of these chapter 11 cases, Miller Buckfire's professionals performed professional services for the Debtors;
- b. in 2005, Chanin Capital Partners ("Chanin") rendered a fairness opinion to the Special Committee of Board of Directors of the Debtors in connection with the acquisition of the Debtors by Odyssey Investment Partners. Two current employees of Miller Buckfire, who are not involved in providing

services pursuant to Miller Buckfire's current engagement, were members of the Chanin team that rendered such opinion. Chanin's work for the Debtors is unrelated to Miller Buckfire's current engagement on behalf of the Debtors;

- c. Miller Buckfire provided financial advisory and investment banking services to BakerCorp in 2009 and 2010. BakerCorp is a portfolio company controlled by The Lightyear Fund, L.P. ("Lightyear"). Lightyear Fund II, L.P., an affiliate of Lightyear, is the largest equity holder of the Debtors. Miller Buckfire's work on behalf of BakerCorp is unrelated to Miller Buckfire's current engagement on behalf of the Debtors;
- d. Bryan Livingston, Chief Executive Officer of BakerCorp, resigned as a member of each of the Debtors' board of directors on which he served in August 2009. Miller Buckfire worked with Mr. Livingston in connection with its work on behalf of BakerCorp and on behalf of the Debtors. Miller Buckfire's work for BakerCorp and the Debtors are unrelated to one another;
- e. affiliates of Wayzata Investment Partners ("Wayzata") and affiliates of Apollo Management L.P. ("Apollo") are each a creditor of the Debtors and at present, are each a sponsor of the Debtors' plan of reorganization. Miller Buckfire either currently provides, has provided in the past, or expects in the future to provide financial advisory and investment banking services to Wayzata and Apollo, in each case in respect of matters unrelated to these chapter 11 cases;
- f. affiliates of J.P. Morgan are creditors of the Debtors. Miller Buckfire currently provides, has in the past and expects in the future to provide financial advisory and investment banking services to affiliates of J.P. Morgan, in each case in respect of matters unrelated to these chapter 11 cases;
- g. affiliates of the Royal Bank of Scotland are creditors of the Debtors. Miller Buckfire currently provides, has provided in the past, and expects in the future to provide financial advisory and investment banking services to affiliates of the Royal Bank of Scotland, in each case in respect of matters unrelated to these chapter 11 cases;
- h. affiliates of UBS are creditors of the Debtors. Miller Buckfire currently provides, has in the past and expects in the future to provide financial advisory and investment banking services to affiliates of UBS, in each case in respect of matters unrelated to these chapter 11 cases;
- i. affiliates of General Electric Company hold equity in the Debtors and are creditors of the Debtors. Miller Buckfire has provided financial advisory and investment banking services in the past, and expects to do so in the

future, to affiliates of General Electric, in each case in respect of matters unrelated to these chapter 11 cases;

- j. affiliates of Goldman Sachs & Co. are creditors of the Debtors. Miller Buckfire currently provides, has in the past and expects in the future to provide financial advisory and investment banking services to affiliates of Goldman Sachs & Co., in each case in respect of matters unrelated to these chapter 11 cases;
- k. affiliates of Pitney Bowes, a counterparty to leases and executory contracts with the Debtors, provides office services to Miller Buckfire;
- l. the Debtors have many creditors, and, from time to time, Miller Buckfire may perform or may have performed services for, or maintained other commercial or professional relationships with, certain creditors of the Debtors and various other parties that are adverse to the Debtors, in each case in matters unrelated to these chapter 11 cases;
- m. Miller Buckfire has been in the past, and in some cases is currently, involved in unrelated matters with certain creditors of the Debtors and their respective affiliates, among others;
- n. Deutsche Bank is a significant creditor of the Debtors. As described in detail above, Deutsche Bank holds an indirect, passive equity stake in the parent company of Miller Buckfire, but does not have any involvement in the provision of services by Miller Buckfire to the Debtors;
- o. Hugh Sawyer has served on the Board of Directors of Neff since 2009 and is also a member of the Board of Directors' Restructuring Advisory Committee. Mr. Sawyer is a former Chief Executive Officer of Allied Holdings, Inc. and a former member of the Board of Directors of Hines Horticulture, Inc. Miller Buckfire provided financial advisory and investment banking services to Allied Holdings, Inc. and Hines Horticulture, Inc. in connection with their respective chapter 11 cases, and in each case in respect of matters unrelated to these chapter 11 cases;
- p. Henry S. Miller, Chairman of the Board and managing director of Miller Buckfire, is a member of the Board of Directors of American International Group, affiliates of which provide insurance to the Debtors. Mr. Miller is not involved in providing services to the Debtors; and
- q. Henry S. Miller's daughter is employed by Kirkland & Ellis LLP on a full-time basis.

38. From time to time, Miller Buckfire also may have had dealings (either as co-advisers or in another capacity) on other unrelated matters with certain of the other

professionals who are providing, or are expected to provide, services in these chapter 11 cases, including, without limitation:

- a. AlixPartners, LLP;
- b. Deloitte Tax LLP;
- c. Hilco Real Estate, LLC;
- d. Houlihan, Lokey, Howard & Zukin Capital, Inc. (advisor to the ad hoc committee of first lien term loan);
- e. Kirkland & Ellis LLP (the Debtors' proposed counsel);
- f. Milbank Tweed Hadley McCloy LLP (counsel to the ad hoc committee of the second lien term loans);
- g. Simpson, Thacher & Bartlett LLP ("Simpson") (legal counsel to the Debtors). We understand that Simpson also acts as legal counsel to BakerCorp;
- h. Stroock & Stroock & Lavan LLP (counsel to the ad hoc committee of first lien term loans); and
- i. Zolfo Cooper, LLC (advisor to the lenders of the revolving credit facility).

39. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, Miller Buckfire has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these chapter 11 cases. If Miller Buckfire's proposed retention by the Debtors is approved by the Court, Miller Buckfire will not accept any engagement or perform any service for any entity or person other than the Debtors in these chapter 11 cases. Miller Buckfire will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or Potential Parties in Interest in these chapter 11 cases, provided that such services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

40. Insofar as I have been able to determine after reasonable inquiry, Miller Buckfire and the employees of Miller Buckfire that will work on this engagement do not hold or represent

any interest adverse to the Debtors or their estates, and Miller Buckfire is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Miller Buckfire, its professionals and employees:

- a. are not creditors, equity security holders, or insiders of the Debtors;
- b. were not, within two years before the date of filing of these chapter 11 petitions, a director, officer, or employee of the Debtors; and
- c. do not have an interest materially adverse to the Debtors, their respective estates, or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, or for any other reason.

41. I am not related or connected to and, to the best of my knowledge after reasonable inquiry, no other professional of Miller Buckfire who will work on this engagement is related or connected to, any United States Bankruptcy Judge for the Southern District of New York, any of the District Judges for the Southern District of New York, the U.S. Trustee, or any employee in the Office of the U.S. Trustee.

42. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of the employees of Miller Buckfire working on this engagement on the Debtors’ behalf has had, or will have in the future, direct contact concerning these chapter 11 cases with the Debtors’ creditors, other parties in interest, the U.S. Trustee, or anyone employed in the Office of the U.S. Trustee other than in connection with performing financial advisory and investment banking services on behalf of the Debtors.

43. If Miller Buckfire discovers any additional information that requires disclosure, Miller Buckfire will promptly file a supplemental declaration with the Court.

Indemnification Provisions

44. The Debtors have agreed to indemnify and to make certain contributions to Miller Buckfire in accordance with the indemnification provisions (the “Indemnification Provisions”) set forth in the Engagement Letter, as modified by the Order requested herein. The Indemnification Provisions reflected in the Engagement Letter are customary and reasonable terms of consideration of financial advisors and investment bankers such as Miller Buckfire for proceedings both out of court and in chapter 11. The terms of the Engagement Letter, including the Indemnification Provisions, were fully negotiated between the Debtors and Miller Buckfire at arm’s-length. Miller Buckfire respectfully submits that the Indemnification Provisions, as modified by the Order requested herein, are reasonable and in the best interests of the Debtors, their estates and creditors.

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.

Executed on May 16, 2010

By: /s/ Ronen Bojmel
Ronen Bojmel
Managing Director
Miller Buckfire & Co., LLC