

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

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In re	:		Chapter 11
	:		
CHINOS HOLDINGS, INC., et al.,	:		Case No. 20–32181 (KLP)
	:		
Debtors.¹	:		(Jointly Administered)
	:		
	X		

**NOTICE OF CONFIRMATION HEARING FOR PROPOSED PLAN OF
CHINOS HOLDINGS, INC. AND ITS AFFILIATED DEBTORS**

PLEASE TAKE NOTICE THAT on June 26, 2020, the Bankruptcy Court entered an order [Docket No. 559] (the “**Solicitation Order**”): (i) approving the *Disclosure Statement for Joint Prearranged Chapter 11 Plan of Reorganization of Chinos Holdings, Inc. and Its Affiliated Debtors (with Technical Changes)* [Docket No. 541] (as may be amended, modified, or supplemented, the “**Disclosure Statement**”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (ii) establishing the Voting Deadline and other dates; (iii) approving procedures for filing objections to the Proposed Plan; and (iv) scheduling a hearing to consider confirmation of the *Joint Prearranged Chapter 11 Plan of Reorganization of Chinos Holdings, Inc. and Its Affiliated Debtors (with Technical Changes)* [Docket No. 540] (as may be amended, modified, or supplemented the “**Proposed Plan**”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Solicitation Order, the Bankruptcy Court approved the following dates and deadlines:

Event	Date ²
Voting Record Date	July 15, 2020
Cure Notice Filing Date	No later than July 31, 2020
Rule 3018 Motion Filing Deadline	August 6, 2020 at 4:00 p.m.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are Chinos Holdings, Inc. (3834); Chinos Intermediate Holdings A, Inc. (3301); Chinos Intermediate, Inc. (3871); Chinos Intermediate Holdings B, Inc. (3244); J. Crew Group, Inc. (4486); J. Crew Operating Corp. (0930); Grace Holmes, Inc. (1409); H.F.D. No. 55, Inc. (9438); J. Crew Inc. (6360); J. Crew International, Inc. (2712); J. Crew Virginia, Inc. (5626); Madewell Inc. (8609); J. Crew Brand Holdings, LLC (7625); J. Crew Brand Intermediate, LLC (3860); J. Crew Brand, LLC (1647); J. Crew Brand Corp. (1616); J. Crew Domestic Brand, LLC (8962); and J. Crew International Brand, LLC (7471). The Debtors’ corporate headquarters and service address is 225 Liberty St., New York, NY 10281.

² Unless otherwise stated, all times referenced in this notice are to Eastern Time.

Plan Supplement Filing Deadline	August 9, 2020 at 11:59 p.m.
Cure Objection Deadline and 3018 Motion Objection Deadline	August 13, 2020 at 4:00 p.m.
Voting Deadline and Release Opt Out Deadline	August 17, 2020 at 4:00 p.m.
Plan Objection Deadline	August 17, 2020 at 4:00 p.m.
August Omnibus Hearing to Consider Any 3018 Motions and Cure Objections	August 20, 2020 at 11:00 a.m.
Deadline to File Confirmation Brief	August 21, 2020
Deadline to File (a) Replies to Plan Objections, (b) Declarations in Support of Confirmation, and (c) Voting Certification	August 24, 2020 at 12:00 p.m.
Confirmation Hearing	August 25, 2020 at 10:00 a.m.

PLEASE TAKE FURTHER NOTICE that (i) a hearing to consider confirmation of the Proposed Plan (the “**Confirmation Hearing**”) will be held before the Honorable Keith L. Phillips, United States Bankruptcy Judge, by remote video conference, on **August 25, 2020 at 10:00 a.m. (Eastern Time)**, and (ii) the deadline for filing objections to the confirmation of the Proposed Plan is **August 17, 2020 at 4:00 p.m. (Eastern Time)** (the “**Objection Deadline**”). Parties may participate in the Confirmation Hearing by registering through the following link:

<https://www.zoomgov.com/meeting/register/vJIsdu2oqT0tE6G34NxS3kaZ7hu1N9v8v-A>

Parties who wish to attend the Confirmation Hearing on a listen-only basis may do so by using one of the following dial-in numbers:

Toll-Free Number: (888) 363-4735
Access Code: 8617460
Security Code: 0825

Toll-Free Number: (888) 636-3807
Access Code: 8233381
Security Code: 0825

PLEASE TAKE FURTHER NOTICE that in accordance with the Solicitation Order, only certain parties in interest are receiving copies of the Disclosure Statement and the Proposed Plan. Any party in interest wishing to obtain a copy of the Disclosure Statement and the Proposed Plan should contact Omni, the Debtors’ claims and solicitation agent, by telephone, Toll Free at (866) 991-8218 (Domestic) or (818) 924-2298 (International); or in writing at Chinos Holdings, Inc. Ballot Processing, c/o Omni Agent Solutions, 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367; or by email at chinoinquiries@omniagent.com with a reference to “Chinos Holdings” in the subject line. Interested parties may also review the Disclosure Statement and the Proposed Plan free of charge at www.omniagentsolutions.com/chinos. In addition, the Disclosure Statement and Proposed Plan are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court’s website: www.vaeb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court’s website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov. Copies of the Disclosure Statement and Proposed Plan may also be examined by interested parties during normal business hours at the office of the Clerk of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT ANY CREDITOR THAT FAILS TO OPT OUT OF THE THIRD-PARTY RELEASES SET FORTH IN SECTION 10.7(c) OF THE PROPOSED PLAN BY AUGUST 17, 2020 AT 4:00 P.M. (EASTERN TIME) USING THE BALLOT OR OPT OUT ELECTION FORM, SHALL BE DEEMED TO HAVE GRANTED SUCH THIRD-PARTY RELEASES.

PLEASE TAKE FURTHER NOTICE that, if a holder of a Claim wishes to challenge the allowance or disallowance of a Claim for voting purposes, such person or entity must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing its Claim in a different amount or classification for purposes of voting to accept or reject the Proposed Plan (a “**Rule 3018 Motion**”) no later than **4:00 p.m. (Eastern Time) on August 6, 2020** and serve the Rule 3018 Motion in accordance with the *Order Establishing Certain Notice, Case Management and Administrative Procedures* [Docket No. 109]. The Debtors, or any other party in interest, shall have until no later than **4:00 p.m. (Eastern Time) on August 13, 2020** to file and serve any responses to any such Rule 3018 Motion.

PLEASE TAKE FURTHER NOTICE that the deadline to vote on the Proposed Plan is **August 17, 2020 at 4:00 p.m. (Eastern Time)** (the “**Voting Deadline**”). The Debtors’ solicitation agent, Omni Agent Solutions (the “**Solicitation Agent**” or “**Voting Agent**”), must receive your Ballot by the Voting Deadline, otherwise your vote may not be counted.

PLEASE TAKE FURTHER NOTICE that holders of Claims in Class 4 (Term Loan Secured Claims), Class 5 (IPCo Notes Claims), Class 6-A (Ongoing Trade Claims), and Class 6-B (Other General Unsecured Claims), as of July 15, 2020 (the “**Voting Record Date**”) are entitled to vote. If you hold such a Claim, you will receive a solicitation package (the “**Solicitation Package**”) which shall include copies of (i) the Proposed Plan and the Disclosure Statement (in each case, in electronic format or in paper copy); (ii) the Solicitation Order; (iii) this Notice, (iv) an appropriate Ballot; (v) a pre-addressed stamped return envelope; and (vi) such other materials as the Bankruptcy Court directs. Please review the Ballot and the attached instructions for how to vote on the Proposed Plan. Failure to follow the voting instructions may disqualify your vote.

ARTICLE X OF THE PROPOSED PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PROPOSED PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. FOR YOUR CONVENIENCE, SUCH PROVISIONS ARE SET FORTH ON EXHIBIT 1 HERETO. BELOW IS A SUMMARY OF THE THIRD-PARTY RELEASE PROVISIONS. FOR THE AVOIDANCE OF DOUBT, TO THE EXTENT ANY PROVISION OF THIS NOTICE CONFLICTS WITH THE TERMS OF THE PROPOSED PLAN, THE TERMS OF THE PROPOSED PLAN WILL CONTROL.

SUMMARY OF RELEASE PROVISIONS:

PURSUANT TO THE PROPOSED PLAN, CERTAIN PARTIES ARE RELEASING THE RELEASED PARTIES, WHICH INCLUDE CERTAIN THIRD PARTIES, FROM CERTAIN CLAIMS AND CAUSES OF ACTION.

AS SET FORTH IN THE PROPOSED PLAN, SUCH RELEASING PARTIES INCLUDE OTHER RELEASED PARTIES; THE HOLDERS OF IMPAIRED CLAIMS WHO VOTED TO ACCEPT THE PLAN; THE HOLDERS OF IMPAIRED CLAIMS WHO ABSTAINED FROM VOTING ON THE PLAN OR VOTED TO REJECT THE PLAN BUT DID NOT OPT-OUT OF THESE RELEASES ON THEIR BALLOTS; THE HOLDERS OF UNIMPAIRED CLAIMS AND INTERESTS IN CLASSES 1, 2, 3, 7, AND 9 THAT ARE PRESUMED TO ACCEPT THE PLAN BUT DO NOT TIMELY OPT-OUT OF THE RELEASES BY COMPLETING A WRITTEN OPT-OUT FORM; THE HOLDERS OF IMPAIRED CLAIMS AND INTERESTS IN CLASSES 8, 10-A, AND 10-B, THAT ARE DEEMED TO REJECT THE PLAN BUT DO NOT TIMELY OPT-OUT OF THE RELEASES BY COMPLETING A WRITTEN OPT-OUT FORM; AND RELATED PARTIES OF THE FOREGOING.

ACCORDINGLY, IF THE PROPOSED PLAN IS APPROVED AND YOU DO NOT OPT-OUT, YOU WILL BE DEEMED TO GRANT THE THIRD-PARTY RELEASES PROVIDED FOR IN THE PROPOSED PLAN EVEN IF YOU (A) DO NOT VOTE IN FAVOR OF THE PROPOSED PLAN AND (B) OBJECT TO THE PROPOSED PLAN.

PLEASE TAKE FURTHER NOTICE that any objection to confirmation of the Proposed Plan must be filed with the Bankruptcy Court **by no later than the Objection Deadline.**

PLEASE TAKE FURTHER NOTICE THAT IF AN OBJECTION TO CONFIRMATION OF THE PROPOSED PLAN IS NOT FILED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PROPOSED PLAN AND MAY NOT BE HEARD AT THE CONFIRMATION HEARING.

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing may be adjourned from time to time without further notice to parties in interest other than by an announcement in the Bankruptcy Court of such adjournment on the date scheduled for the Confirmation Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court. The Debtors may modify the Proposed Plan, if necessary, before, during, or as a result of the Confirmation Hearing without further notice.

Dated: July 17, 2020
Richmond, Virginia

BY ORDER OF THE COURT

/s/ Henry P. (Toby) Long

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EXHIBIT 1

Certain Plan Provisions

1.56. Exculpated Parties means, collectively and, in each case, in their capacities as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Creditors' Committee, (iv) the Consenting Support Parties, (v) the ABL Agent and the ABL Lenders, (vi) the Term Agent and the Term Lenders, (vii) the Indenture Trustees and the IPCo Noteholders, (viii) the Backstop Parties, (ix) the DIP Lenders, (x) the DIP Agent, (xi) the New Term Lenders, (xii) the New Term Agent, (xiii) the Sponsors, and (xiv) the Related Parties for each of the foregoing.

1.117. Released Parties means each of, and solely in their capacity as such, (a) the Debtors and the Reorganized Debtors, (b) the ABL Agent and ABL Lenders, (c) the Term Agent and Term Lenders, (d) the Indenture Trustees and IPCo Noteholders, (e) the Consenting Support Parties, (f) the Sponsors, (g) the DIP Agent and DIP Lenders, (h) the Exit ABL Agent and Exit ABL Lenders, (i) the New Term Agent and New Term Lenders, (j) the Backstop Parties, and (k) the Related Parties for each of the foregoing; provided that a holder of a Claim or Interest that objects to or opts-out of the releases set forth in Section 10.7(b) of the Plan shall not be a "Released Party."

10.6. Injunction

(a) **Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.**

(b) **Except as expressly provided in the Plan, the Confirmation Order, or another order of the Bankruptcy Court or agreed to by the Debtors and a holder of a Claim or Interest, all Entities who have held, hold, or may hold Claims or Interests (whether or not proof of such claims or interests has been filed and whether or not such Entities voted for or against the Plan or abstained from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are permanently enjoined, on and after the Effective Date, solely with respect to the Claims, Interests, and Causes of Action that are extinguished, discharged, or released pursuant to the Plan, from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Released Parties or the property of any of the Released Parties, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Released Parties or the property of any of the Released Parties, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Released Parties or the property of any of the Released Parties, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Released Parties or the property of any of the Released Parties, except as contemplated by the**

Plan, and (v) acting in any manner that does not conform to or comply with the provisions of the Plan or the Confirmation Order.

(c) By accepting distributions under the Plan, each holder of an Allowed Claim extinguished, discharged, or released pursuant to the Plan shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Section 10.6.

(d) The injunctions in this Section 10.6 shall extend to any successors of the Debtors and the Reorganized Debtors and their respective property and interests in property.

10.7. Releases

(a) Releases by Debtors

As of the Effective Date, for good and valuable consideration, on and after the Effective Date, the Released Parties shall be deemed to be conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtors, their Estates, the Reorganized Debtors, and any Entity seeking to exercise the rights of the foregoing, including any successors to the Debtors or any estate representatives appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, from any and all claims, obligations, rights, suits, judgments, damages, demands, debts, rights, Causes of Action, remedies, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, their Estates, or the Reorganized Debtors, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, their Estates, the Reorganized Debtors, or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, their Estates, the formation, operation, and conduct of the Debtors' businesses, the Chapter 11 Cases, the acquisition, purchase, sale, or rescission of the purchase or sale of any debt or security of the Debtors or the Reorganized Debtors (including the New Equity Allocation and the New Warrants), the subject matter of, or the transactions or events giving rise to, any Claim or Interest, the business or contractual arrangements between the Debtors and any Released Party, the Debtors' restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases (including the restructuring of the IPCo Notes Claims notwithstanding the IPCo Intercreditor Agreement), the DIP Order, the Disclosure Statement, the Transaction Support Agreement, the New Term Loan, the Backstop Commitment, the Backstop Commitment Letter, the Plan, the Plan Supplement and other related agreements, instruments, and documents related to the foregoing (including the Definitive Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes on the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including all Claims and Causes of Action under chapter 5 of the Bankruptcy Code or any other Avoidance Actions under the Bankruptcy Code or applicable federal or state law, including any preference or fraudulent transfer Claims or Causes of Action; *provided that* nothing in this release shall be construed to release any post-Effective Date obligations of any Entity under the Plan, the Transaction Support Agreement, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

(b) Consensual Releases by Holders of Claims and Interests

As of the Effective Date, for good and valuable consideration, on and after the Effective Date, each of the Released Parties shall be deemed to be conclusively, absolutely,

unconditionally, irrevocably, and forever released and discharged by:

- i. the other Released Parties;**
- ii. the holders of Impaired Claims who voted to accept the Plan;**
- iii. the holders of Impaired Claims who abstained from voting on the Plan or voted to reject the Plan but did not opt-out of these releases on their ballots;**
- iv. the holders of Unimpaired Claims and Interests in Classes 1, 2, 3, 7, and 9 that are presumed to accept the Plan but do not timely opt-out of the releases by completing a written opt-out form; and**
- v. the holders of Impaired Claims and Interests in Classes 8, 10-A, and 10-B, that are deemed to reject the Plan but do not timely opt-out of the releases by completing a written opt-out form;**

and with respect to any Entity in the foregoing clauses (i) through (iv), (a) such Entity's predecessors, successors, and assigns, and (b) all Entities entitled to assert Claims through or on behalf of such Entities with respect to the matters to which these releases apply, in each case, from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors and their Estates, the formation, operation, and conduct of the Debtors' businesses, the Chapter 11 Cases, the acquisition, purchase, sale, or rescission of the purchase or sale of any debt or security of the Debtors or the Reorganized Debtors (including the New Equity Allocation and New Warrants), the subject matter of, or the transactions or events giving rise to, any Claim or Interest, the business or contractual arrangements between the Debtors and any Released Party, the Debtors' restructuring (including the restructuring of the IPCo Notes Claims notwithstanding the IPCo Intercreditor Agreement), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the DIP Order, the Disclosure Statement, the Transaction Support Agreement, the New Term Loan, the Backstop Commitment, the Backstop Commitment Letter, the Plan, the Plan Supplement, and related agreements, instruments, and other documents (including the Definitive Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes on the Plan, or any other act or omission, in all cases based upon any transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including all Claims and Causes of Action under chapter 5 of the Bankruptcy Code or any other Avoidance Actions under the Bankruptcy Code or applicable federal or state law, including any preference or fraudulent transfer Claims or Causes of Action; *provided* that nothing in this release shall be construed to release any post-Effective Date obligations of any Entity under the Plan, the Transaction Support Agreement, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

(c) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the compromises memorialized in the releases set forth herein, and shall constitute the Bankruptcy Court's finding that the releases set forth in the Plan are: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the claims released; (e) in the best interests of the Debtors and their Estates;

(f) fair, equitable, and reasonable; and (g) given and made after due notice and opportunity for hearing.

10.8. Exculpation

Notwithstanding anything herein to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, remedy, loss, and liability for any claim in connection with or arising out of the administration of the Chapter 11 Cases, the formulation, preparation, and pursuit of the Disclosure Statement, the Transaction Support Agreement, the transactions relating to the Debtors' restructuring, the Plan (including the Plan Supplement), the solicitation of votes for, or confirmation of, the Plan, the funding or consummation of the Plan, the Definitive Documents, or any related agreements, instruments, or other documents, the offer, issuance, and distribution of any securities issued or to be issued pursuant to the Plan, whether or not such distribution occurs following the Effective Date, the occurrence of the Effective Date, negotiations regarding or concerning any of the foregoing, or the administration of the Plan or property to be distributed under the Plan, except for actions determined to constitute gross negligence, willful misconduct, or intentional fraud as determined by a Final Order by a court of competent jurisdiction. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting the Exculpated Parties from liability.