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Proposed Attorneys for Debtors and Debtors in Possession

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

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

**INTERIM ORDER (I) AUTHORIZING
 DEBTORS TO PAY CERTAIN PREPETITION LIEN CLAIMS AND
 503(B)(9) CLAIMS, (II) CONFIRMING ADMINISTRATIVE EXPENSE PRIORITY OF
 UNDISPUTED PREPETITION ORDERS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of Chinos Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to sections 105(a), 363(b), and 503(b) of title 11 of the

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 Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

United States Code (the “**Bankruptcy Code**”), for an interim order (a) authorizing, but not directing, the Debtors to pay undisputed, liquidated, prepetition amounts held by Lienholders and 503(b)(9) Claimholders, in each case as and when they become due; (b) confirming the administrative expense priority status of Prepetition Orders and authorizing, but not directing, the Debtors to pay for Prepetition Orders in the ordinary course of business; (c) approving the form of Trade Agreement, attached to this Interim Order as **Exhibit 1**, and authorizing the Debtors in their sole discretion to condition payment of any amounts requested in the Motion upon entry of such Trade Agreement; and (d) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and §1334; and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated July 10, 1984; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties under the circumstances, and it appearing that no other or further notice need be provided; and the Court having held a hearing to consider the relief requested in the Motion on an interim basis; and upon the First Day Declaration and the record of the hearing on the Motion; and all objections to the relief requested in the Motion on an interim basis having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Rule 6003 of the Federal Rules of Bankruptcy Procedure; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Motion is granted on an interim basis to the extent set forth herein.

2. The Debtors are authorized, but not directed, to pay outstanding, undisputed, liquidated, prepetition amounts outstanding in satisfaction of Lien Claims and 503(b)(9) Claims in the ordinary course of business, *provided that* pending a final hearing on the Motion, the Debtors may only pay 503(b)(9) Claimholders that are essential to the Debtors' business, in their reasonable business judgment.

3. Any party who accepts payment from the Debtors pursuant to this Interim Order in satisfaction of a claim (regardless of whether a Trade Agreement has been executed) shall (a) upon satisfaction of a Lien Claim, take all actions necessary to remove any mechanics' liens, possessory liens, or similar state law trade liens on the Debtors' assets such party may have based upon such Lien Claim at such party's sole expense and (b) be deemed to release the Debtors and their estates, directors, and officers, and representatives for the prepetition amounts satisfied pursuant to this Interim Order.

4. The Debtors are authorized, but not directed, to undertake all appropriate efforts to cause any Vendor, Lienholder, or 503(b)(9) Claimholder to enter into a Trade Agreement with the Debtors, substantially in the form annexed hereto as **Exhibit 1**, as a condition of payment under this Interim Order. The form of Trade Agreement is hereby approved, and the Debtors are authorized to negotiate, modify, or amend the form of Trade Agreement in their reasonable business judgment. The Debtors are authorized to make payments to Lienholder or 503(b)(9) Claimholder hereunder absent entry into a Trade Agreement if, in their business judgment, the Debtors determine that a formal Trade Agreement would prohibitive or unnecessary for the continued provision of goods or services on a postpetition basis.

5. If any party accepts payment pursuant to the relief requested by this Interim Order and thereafter does not continue to provide goods or services on Customary Trade Terms (regardless of whether a Trade Agreement has been executed), and subject to any Trade Agreement that may be executed or otherwise agreed by the Debtors: (a) such payment may be deemed by the Debtors to be an improper postpetition transfer on account of a prepetition claim, and therefore such payment will be immediately recoverable by the Debtors in cash upon written request; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made and the deadline for such party to file a reinstated claim will be the later of (i) the general bar date established by order of the Court or (ii) 30 days after the Debtors provide written notice to the party of the reinstatement of its claim; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by this Motion to such outstanding postpetition balance and such party will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, recoupments, claims, provisions for payment of any claims, or otherwise.

6. All undisputed obligations of the Debtors arising from the postpetition delivery or shipment of goods under the Prepetition Orders where the delivery obligations (whether to a third party or the Debtors) were not completed prior to the Petition Date are confirmed to have administrative expense priority status pursuant to section 503(b)(1)(A) of the Bankruptcy Code, and the Debtors are authorized, but not directed, to pay such obligations in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date; *provided, that*, for the avoidance of doubt, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of any claim held by, any party.

7. Each of the Banks at which the Debtors maintain their accounts are authorized to (a) receive, process, honor, and pay all checks presented for payment and to honor all funds transfer requests made by the Debtors related thereto, to the extent that sufficient funds are on deposit in those accounts and (b) accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated before, on, or after the Petition Date, without any duty to inquire otherwise.

8. Nothing contained in the Motion or this Interim Order, nor any payment made pursuant to the authority granted by this Interim Order, is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (c) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (d) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

9. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment to be made and any relief or authorization granted hereunder shall not be inconsistent with, and shall be subject to, the requirements imposed on the Debtors in any orders entered by this Court authorizing the Debtors to obtain debtor-in-possession financing and authorizing the use of cash collateral (any such order, a "**DIP Order**"). To the extent that there may be any inconsistency between the terms of this Interim Order and the terms of any DIP Order, the terms of the DIP Order will govern.

10. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims or liens held by any Lienholder or 503(b)(9) Claimholder, and the Debtors' rights to contest the extent, validity, or perfection or seek the avoidance of all such liens or the priority of such claims are fully preserved.

11. Notwithstanding entry of this Interim Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

12. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

13. Under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules.

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

15. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived to the extent necessary.

16. A hearing to consider entry of an order granting the relief requested in the Motion on a final basis shall be held on May 28, 2020, at 11:00 a.m. (Eastern Time) (the "**Final Hearing**") and any objections or responses to the Motion shall be in writing, filed with the Court, and served by no later than **4:00 p.m. (Eastern Time) on May 21, 2020** (the "**Objection Deadline**") on the following:

- a. proposed counsel for the Debtors: Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ray C. Schrock, P.C. (ray.schrock@weil.com), Ryan Preston Dahl, Esq. (ryan.dahl@weil.com), Candace M. Arthur, Esq. (candace.arthur@weil.com), and Daniel Gwen, Esq. (daniel.gwen@weil.com));

- b. proposed co-counsel for the Debtors: Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219 (Attn: Tyler P. Brown, Esq. (tpbrown@HuntonAK.com), Henry P. (Toby) Long, III, Esq. (hlong@HuntonAK.com), and Nathan Kramer, Esq. (nkramer@HuntonAK.com));
- c. counsel to the DIP Agent: Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004 (Attn: Gregg S. Bateman, Esq. (bateman@sewkis.com); and
- d. the U.S. Trustee: 701 East Broad Street, Suite 4304, Richmond, VA 23219 (Attn: Kenneth N. Whitehurst, III (USTPRegion4.RH.ECF@usdoj.gov)).

17. If no objections or responses are timely filed and served as set forth herein, the Debtors shall, on or after the Objection Deadline, submit to the Court a final order substantially in the form of the Final Order attached to the Motion, which Final Order may be entered with no further notice or need for the Final Hearing.

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

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

May 5 2020
Dated: _____, 2020
Richmond, Virginia

/s/ Keith L. Phillips
UNITED STATES BANKRUPTCY JUDGE

Entered on Docket: May 5 2020

WE ASK FOR THIS:

/s/ Henry P. (Toby) Long, III

HUNTON ANDREWS KURTH LLP
Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
Nathan Kramer (VSB No. 87720)
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-and-

WEIL, GOTSHAL & MANGES LLP
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*Proposed Attorneys for Debtors
and Debtors in Possession*

**CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)**

I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Henry P. (Toby) Long, III

Exhibit 1

Form of Trade Agreement

THIS TRADE AGREEMENT IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT FOR ANY SUCH CHAPTER 11 PLAN. THE INFORMATION IN THIS TRADE AGREEMENT IS SUBJECT TO CHANGE. THIS TRADE AGREEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

TRADE AGREEMENT

[•] (the “**Company**”),³ on the one hand, and the vendor identified in the signature block below (“**Vendor**”), on the other hand, hereby enter into the following trade agreement (this “**Trade Agreement**”) dated [•].

Recitals

A. On May [___], 2020 (the “**Petition Date**”), Chinos Holdings, Inc. and certain affiliates (collectively, the “**Company**”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Eastern District of Virginia (the “**Bankruptcy Court**”).

B. On May [___], 2020, the Bankruptcy Court entered the *Final Order (I) Authorizing Company to Pay Certain Prepetition Critical Vendor Claims, Lienholder Claims, and 503(b)(9) Claims (II) Confirming Administrative Expense Priority of Undisputed Outstanding Orders, and (III) Granting Related Relief* (the “**Vendor Order**”) (Docket No. [___])⁴ authorizing the Company on a final basis to pay the prepetition claims of certain vendors, subject to the terms and conditions set forth therein.

C. Before the Petition Date, Vendor delivered goods to or performed services for the Company, and the Company paid Vendor for such goods or services, according to Customary Trade Terms (as defined herein).

D. The Company and Vendor (collectively, the “**Parties**”) agree to the following terms as a condition of payment by the Company to Vendor on account of certain prepetition claims Vendor may hold against the Company.

Agreement

1. Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth below.

³ Each entity is a debtor and debtor-in-possession in the chapter 11 cases currently pending before the Bankruptcy Court (as defined below) and jointly administered under case number 20-32181.

⁴ Capitalized terms used but not defined herein shall have the meanings set forth in the Vendor Order.

2. Vendor Payment. Vendor represents and agrees that, after due investigation, the sum of all amounts currently due and owing by the Company to Vendor is \$[●] (the “**Agreed Claim**”). Following execution of this Trade Agreement, the Company shall pay Vendor \$[●] on account of its prepetition claim (the “**Initial Payment**”) (without interest, penalties, or other charges), pursuant to the Customary Trade Terms set forth below, and such amounts will be applied to any invoices previously received by the Company on account of the Agreed Claim.

3. 503(b)(9) Payment. The Parties hereby agree that Vendor delivered to the Company, and the Company received, goods valued at \$[●] within 20 days before the Petition Date, for which Vendor did not receive payment (the “**Agreed 503(b)(9) Claim**”). \$[●] of the Initial Payment will be applied toward the Agreed 503(b)(9) Claim (the “**503(b)(9) Payment**”) and, together with the Initial Payment, the “**Vendor Payment**”).

4. Agreement to Supply.

a. Vendor shall supply goods or perform services to or for the Company, and the Company shall accept and pay for goods or service from Vendor, for the Duration of the Cases (as defined below), on the trade terms (the “**Customary Trade Terms**”) at least as favorable to the Company as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances (as may be incorporated or contemplated by any agreements between the Parties or based on historic practice, as applicable), availability, and other programs) in place in the 12 months before the Petition Date except for any partial payments or other payments (or assurances) Company made with respect to any unfinished product, or such other trade terms that are acceptable to the Company in their sole discretion.

b. “**Duration of the Cases**” means the earlier of (i) the effective date of a chapter 11 plan in the Company’s chapter 11 cases, and (ii) conversion of the Company’s chapter 11 cases to cases under chapter 7 of the Bankruptcy Code.

c. The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Company except as agreed-to in writing by the Parties. For the avoidance of doubt, material provisions of the Customary Trade Terms include:

d. Vendor shall continue to honor any existing allowances, credits, contractual obligations, or balances that accrued as of the Petition Date and shall apply all such allowances, credits, or balances towards future orders in the ordinary course of business.

5. Other Matters.

a. Vendor agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Company’s chapter 11 cases on account of any outstanding administrative claims Vendor may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. Vendor agrees that such claims

will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect.

b. Vendor will not separately seek payment from the Company on account of any prepetition claim (including any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code (other than the Agreed 503(b)(9) Claim)) other than pursuant to a plan confirmed in the Company's chapter 11 case, unless this Trade Agreement is terminated and any amounts paid on account of the Vendor Payment returned to the Company.

c. Vendor will not file or otherwise assert against the Company, their assets, or any other affiliated person or entity, or any of their respective assets or property (real or personal) any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any prepetition amounts allegedly owed to Vendor by the Company's arising from prepetition agreements or transactions. Furthermore, if Vendor has taken steps to file or assert such a lien prior to entering into this Trade Agreement, Vendor will promptly take all necessary actions to remove such liens.

6. Breach.

a. If the Company pays Vendor the Vendor Payment and Vendor is determined to have breached this Trade Agreement (a "**Vendor Breach**"), upon written notice to Vendor and without further order of the Bankruptcy Court, the Company (in its discretion) may (i) declare that any payment of the Vendor Payment is a voidable postpetition transfer pursuant to section 549(a) of the Bankruptcy Code that the Company may recover in cash or in goods from Vendor (including by setoff against postpetition obligations); (ii) declare that Vendor must immediately return the Vendor Payment to the Company without giving effect to any alleged setoff rights, recoupment rights, adjustments, or other offsets of any type whatsoever, and the Agreed Vendor Claim shall be reinstated as noted in 6(b) below; and (iii) if there exists an outstanding postpetition balance due from the Company to Vendor, the Company may elect to recharacterize and apply the Vendor Payment to such outstanding postpetition balance and Vendor shall be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

b. If the Company recovers the Vendor Payment pursuant to Section 6(a) hereof or otherwise, the full Agreed Vendor Claim shall be reinstated as if the Vendor Payment had not been made.

c. If Vendor fails to comply with the terms and provisions of this Trade Agreement, the Company may, in its discretion, declare that this Trade Agreement is terminated; *provided* that the Trade Agreement may be reinstated if: (i) after notice and a hearing (following a motion filed by the Vendor), the Bankruptcy Court reverses the Company's decision to terminate the Trade Agreement for good cause shown that the Company's determination was materially incorrect; (ii) the Vendor fully cures the underlying default of the Trade Agreement within five (5) business days from the date of receipt of notice of termination of the Trade Agreement; or (iii) the Company, in its sole discretion, reaches a commercially acceptable agreement with Vendor.

d. Vendor agrees and acknowledges that irreparable damage would occur in the event of a Vendor Breach and remedies at law would not be adequate to compensate the Company. Accordingly, Vendor agrees that the Company shall have the right, in addition to any other rights and remedies existing in its favor, to seek an injunction or injunctions to prevent breaches of the provisions of this Trade Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive relief and/or other equitable relief. The right to equitable relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Trade Agreement. Vendor hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance, or other equitable remedies. Notwithstanding the foregoing, in the event of a specific performance action by the Company, Vendor retains its right to seek adequate assurance of payment and other similar relief pursuant to applicable law.

e. If the Company fails to pay for goods or services delivered postpetition in accordance with this Trade Agreement, and the Company fails to cure such default within [ten (10)] days after receiving notice of such default, Vendor shall have the right to terminate this Trade Agreement, in which event Vendor (i) shall have no obligation to continue to provide goods or services to the Company, and (ii) reserves its rights to file a timely proof of claim for any alleged unpaid amounts of the Vendor Payment.

7. Notice.

If to Vendor, then to the person and address identified in the signature block hereto.

If to Company:

J. Crew Group Inc.
225 Liberty St.
New York, New York 10281
Attn: Joanna Shapiro and Maria DiLorenzo

-and-

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Olga Peshko, Esq. and Clifford Sonkin Esq.
E-mail: olga.peshko@weil.com
cliff.sonkin@weil.com

-and-

Hunton Andrews Kurth LLP
Riverfront Plaza, East Tower
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Richmond, Virginia 23219
Attn: Tyler P. Brown, Esq., Henry P. (Toby) Long, III, Esq., and Nathan Kramer,
Esq.
E-mail: tpbrown@HuntonAK.com
hlong@HuntonAK.com
nkramer@HuntonAK.com

8. Representations and Acknowledgements. The Parties agree, acknowledge and represent that:

a. the Parties have reviewed the terms and provisions of the Vendor Order and this Trade Agreement and consent to be bound by such terms and that this Trade Agreement is expressly subject to the procedures approved pursuant to the Vendor Order;

b. any payments made on account of the Agreed Vendor Claim shall be subject to the terms and conditions of the Vendor Order;

c. if Vendor refuses to supply goods or services to the Company as provided herein or otherwise fails to perform any of its obligations hereunder, the Company may exercise all rights and remedies available under the Vendor Order, the Bankruptcy Code, or applicable law; and

d. in the event of disagreement between the Parties regarding whether a breach has occurred, either Party may apply to the Bankruptcy Court for a determination of their relative rights, in which event, no action may be taken by either Party, including, but not limited to, the discontinuing of shipment of goods from Vendor to the Company, until a ruling of the Bankruptcy Court is obtained.

9. Confidentiality. In addition to any other obligations of confidentiality between Vendor and Company, Vendor agrees to hold in confidence and not disclose to any party: (a) this Trade Agreement; (b) any and all payments made by the Company pursuant to this Trade Agreement; (c) the terms of payment set forth herein; and (d) the Customary Trade Terms (collectively, the “**Confidential Information**”); *provided* that if any party seeks to compel Vendor’s disclosure of any or all of the Confidential Information, through judicial action or otherwise, or Vendor intends to disclose any or all of the Confidential Information, Vendor shall immediately provide the Company with prompt written notice so that the Company may seek an injunction, protective order or any other available remedy to prevent such disclosure; provided, further, that, if such remedy is not obtained, Vendor shall furnish only such information as Vendor is legally required to provide.

10. Miscellaneous.

a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Trade Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Trade Agreement.

b. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended or supplemented, except in a writing signed by both Parties.

c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.

d. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

e. The Parties hereby submit to the exclusive jurisdiction of the Bankruptcy Court to resolve any dispute with respect to or arising from this Trade Agreement.

f. This Trade Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[Signature page follows]

AGREED AND ACCEPTED AS OF THE DATE SET FORTH ABOVE:

COMPANY

VENDOR

By:
Title:

By:
Title:
E-mail:
Address: