

WEIL, GOTSHAL & MANGES LLP
 Ray C. Schrock, P.C. (admitted *pro hac vice*)
 Ryan Preston Dahl (admitted *pro hac vice*)
 Candace M. Arthur (admitted *pro hac vice*)
 Daniel Gwen (admitted *pro hac vice*)
 767 Fifth Avenue
 New York, New York 10153
 Telephone: (212) 310-8000
 Facsimile: (212) 310-8007

HUNTON ANDREWS KURTH LLP
 Tyler P. Brown (VSB No. 28072)
 Henry P. (Toby) Long, III (VSB No. 75134)
 Nathan Kramer (VSB No. 87720)
 Riverfront Plaza, East Tower
 951 East Byrd Street
 Richmond, Virginia 23219
 Telephone: (804) 788-8200
 Facsimile: (804) 788-8218

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)
	:	
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ORDER AUTHORIZING DEBTORS TO (I) ESTABLISH PROCEDURES FOR REJECTION OF UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND ABANDONMENT OF PROPERTY IN CONNECTION THEREWITH AND (II) GRANTING RELATED RELIEF

Upon the motion (the “**Motion**”)² of Chinos Holdings, Inc. and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for an order (a) authorizing the Debtors to establish procedures for the rejection of unexpired leases and related subleases of

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.

nonresidential real property and the abandonment of certain *de minimis* property in connection therewith, and (b) granting related relief, pursuant to sections 105(a), 365 and 554 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), 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 the 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 protection need be provided; and this Court having held a hearing to consider the relief requested in the Motion; 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 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 after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Motion is granted to the extent set forth herein.
2. The Lease Rejection Procedures, as modified in the attached **Annex A**, for the rejection of unexpired nonresidential real property leases and/or subleases and the abandonment of certain property in connection therewith pursuant to section 365 of the Bankruptcy Code are approved, established

in the Debtors' chapter 11 cases, and incorporated by reference in their entirety.

3. The form of Lease Rejection Notice annexed to this Order as **Exhibit 1** is approved.
4. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors are authorized, but not directed, in their sole discretion, to abandon the De Minimis Assets located at the applicable leased premises as of the applicable Rejection Date, free and clear of any interests of any party, subject to notice of such abandonment being given in accordance with the Rejection Procedures; *provided that* if the Debtors are abandoning assets which may contain personal or confidential information about the Debtors' employees or customers (the "**Confidential Information**"), the Debtors shall remove the Confidential Information from such assets before such abandonment, and retain such Confidential Information until further order of the Court. Any landlord or other designee shall be free, notwithstanding the automatic stay, to utilize and/or dispose of the De Minimis Assets without notice or liability to any party and without further notice or order of the Court. Any personal property of the Debtors remaining at the leased premises after the Rejection Date shall be deemed abandoned as of the Rejection Date, free and clear of all liens, claims, interests, or other encumbrances.
5. The Debtors may not abandon any toxic or hazardous (as such term is defined in any federal, state or local law, rule, regulation or ordinance)

material, if any, at the leased premises, and must remove all such materials from the leased premises designated for rejection on or before any applicable Rejection Date.

6. Nothing contained in the Motion or this 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.
7. Notwithstanding entry of this 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.
8. Notice of the Motion is adequate under Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules.
9. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be immediately effective and enforceable upon its entry.
10. 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.

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

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

Dated: _____, 2020
Richmond, Virginia

May 6 2020

/s/ Keith L. Phillips
UNITED STATES BANKRUPTCY JUDGE

Entered on Docket: May 6 2020

Annex A

Lease Rejection Procedures

- a. Rejection Notice. The Debtors will file with the Court and serve on the Rejection Notice Parties (as defined below) a notice (a “**Rejection Notice**”), substantially in the form annexed as **Exhibit 1** to the Order, to reject the unexpired lease(s) and/or sublease(s) identified therein pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the unexpired lease(s) and/or sublease(s) to be rejected; (ii) the names and addresses of the counterparties to such unexpired lease(s) and/or sublease(s); (iii) the proposed effective date of rejection for each such unexpired lease(s) and/or sublease(s); and (iv) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below).
- b. Abandonment. The Debtors will specify in the Rejection Notice whether they intend to abandon any personal property, including inventory, furniture, fixtures, equipment, and/or other items as of the Rejection Date. Absent a timely objection, any such property of the Debtors remaining after the Rejection Date (as defined below) shall be deemed abandoned without further notice or order of the Court, free and clear of all liens, claims, interests, or other encumbrances.

With respect to any personal property that is leased to the Debtors by a third party or owned by a third party, such third party shall contact the Debtors and remove or cause to be removed such personal property from the leased premises prior to the Rejection Date. For the avoidance of doubt, if any such personal property remains on the leased premises after the Rejection Date, the landlord, other applicable lease counterparty or its designee (the “**Landlord**”) may utilize and/or dispose of any and all such property as set forth above.

- c. Rejection Date. The rejection date for any unexpired lease shall be the later of: (i) service of the Rejection Notice; and (ii) the Debtors’ unequivocal surrender of the leased premises via a written notice and the delivery of the keys, key codes, and alarm codes to the premises, each as applicable, to the applicable lease counterparty, or in the absence of delivering such keys, providing notice to the landlord that the landlord may enter and re-let the premises (the date of such service or unequivocal surrender, the “**Rejection Date**”).
- d. Service of the Rejection Notice. The Debtors will cause the Rejection Notice to be served by overnight mail or email upon (i) the unexpired lease or sublease counterparties affected by the Rejection Notice at the notice address for the applicable landlord, and its counsel, if known; (ii) any party known to assert an ownership interest in, or that has filed a UCC-1 statement against, personal property located at the applicable leased premises; (iii) any party known to assert a lien on any real property subject to the lease or sublease; (iv) the Office of the United States Trustee for the Eastern District of Virginia (Attn: Kenneth N.

Whitehurst, III Esq. at (USTPRegion4.RH.ECF@usdoj.gov)); (v) counsel for the prepetition ABL lenders: Choate, Hall & Stewart LLP (Attn: Kevin J. Simard, Esq. (ksimard@choate.com) and G. Mark Edgerton, Esq. (gedgerton@choate.com)), and McGuireWoods LLP (Attn.: Douglas M. Foley (dfoley@mcguirewoods.com) and Sarah B. Boehm (sboehm@mcguirewoods.com)); (vi) counsel for the agent of the prepetition term and DIP lenders: Seward & Kissel LLP (Attn: Gregg S. Bateman, Esq. (bateman@sewkis.com)), and (vii) counsel to the ad hoc committee: Milbank LLP (Attn: Dennis F. Dunne, Esq. (ddunne@milbank.com), Samuel A. Khalil, Esq. (skhalil@milbank.com), and Matthew L. Brod, Esq. (mbrod@milbank.com)) and Tavenner & Beran, PLC (Attn: Lynn L. Tavenner, Esq. (ltavenner@tb-lawfirm.com), Paula S. Beran, Esq. (pberan@tb-lawfirm.com), and David N. Tabakin, Esq. (dtabakin@tb-lawfirm.com)); and (viii) counsel for any statutory committee appointed in these chapter 11 cases (collectively, the “**Rejection Notice Parties**”).

- e. Objection Procedures. Parties objecting to a proposed rejection or abandonment must file and serve a written objection (an “**Objection**”) so that the Objection is filed with the Court and is actually received by (i) the Debtors, 225 Liberty St., New York, NY 10281 (Attn: Maria Di Lorenzo); (ii) the proposed attorneys for the Debtors, (a) 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), Daniel Gwen, Esq. (daniel.gwen@weil.com), and Justin F. Song, Esq. (justin.song@weil.com)), and (b) 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)); and (iii) the Office of the United States Trustee for the Eastern District of Virginia (Attn: Kenneth N. Whitehurst, II Esq. at (USTPRegion4.Rh.ECF@usdoj.gov)); (vi) counsel for the agent of the prepetition term and DIP lenders: Seward & Kissel LLP (Attn: Gregg S. Bateman, Esq. (bateman@sewkis.com)), and (vii) counsel to the ad hoc committee: Milbank LLP (Attn: Dennis F. Dunne, Esq. (ddunne@milbank.com), Samuel A. Khalil, Esq. (skhalil@milbank.com), and Matthew L. Brod, Esq. (mbrod@milbank.com)) and Tavenner & Beran, PLC (Attn: Lynn L. Tavenner, Esq. (ltavenner@tb-lawfirm.com), Paula S. Beran, Esq. (pberan@tb-lawfirm.com), and David N. Tabakin, Esq. (dtabakin@tb-lawfirm.com)), and (viii) counsel for any statutory committee appointed in these chapter 11 cases (the “**Objection Notice Parties**”), no later than ten (10) days from the date the Debtors serve the Lease Rejection Notice (the “**Rejection Objection Deadline**”). Each Objection must state with specificity the legal and factual grounds for objection to the proposed rejection and/or abandonment.
- f. No Objection Asserted. If no Objection is filed and served by the Rejection Objection Deadline, the Debtors may submit the proposed order approving rejection of the unexpired nonresidential real property lease

(the “**Rejection Order**”)³ to the Court after the Rejection Objection Deadline and the Court may enter such order without a hearing. The Rejection Order shall set forth the applicable Rejection Date, which shall be the later of (unless otherwise ordered by the Court): (i) service of the Rejection Notice; and (ii) the Debtors’ unequivocal surrender of the leased premises via a written notice and the delivery of the keys, key codes, and alarm codes to the premises, each as applicable, to the applicable lease counterparty, or in the absence of delivering such keys, providing notice to the landlord that the landlord may enter and re-let the premises. The deadline to file a proof of claim to assert any damage claim arising from the rejection of a lease shall be the later of (i) the deadline to file general unsecured proofs of claim (the “**Bar Date**”) fixed by the Court; and (ii) thirty (30) days after the entry of the Rejection Order. If an Objection is filed for fewer than all of the Leases included on the Rejection Notice, the Debtors may proceed with submitting a proposed Rejection Order in accordance with the above procedures for the remaining Leases on the Rejection Notice.

- g. Unresolved Objections. If an Objection is timely filed and not withdrawn or resolved (an “**Unresolved Objection**”), the Debtors may either resolve the objection without further notice or Court approval or may seek a determination of the dispute by the Court by filing a notice for a hearing for the Court to consider the Unresolved Objection. The notice for a hearing shall be filed and served on the Rejection Notice Parties. If the Unresolved Objection is overruled or withdrawn, the effective date of rejection shall be the (i) the Rejection Date; (ii) such other date to which the Debtors and the counterparty to the Lease that is the subject of the Unresolved Objection have agreed; or (iii) such other date as determined by the Court.
- h. Treatment of Security Deposits. If the Debtors have deposited funds with a lease counterparty as a security deposit or other similar arrangement, such counterparty may not set off or otherwise use such deposit without prior authorization of this Court or consent of the Debtors. Any objection of the Debtors may be determined by the Bankruptcy Court.

³ The proposed form of Rejection Order is annexed to the proposed Rejection Notice as **Exhibit B**.

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)

Riverfront Plaza, East Tower

951 East Byrd Street

Richmond, VA 23219

Tel: (804) 788-8200

Fax: (804) 788-8218

-and-

WEIL, GOTSHAL & MANGES LLP

Ray C. Schrock, P.C. (admitted *pro hac vice*)

Ryan Preston Dahl (admitted *pro hac vice*)

Candace M. Arthur (admitted *pro hac vice*)

Daniel Gwen (admitted *pro hac vice*)

767 Fifth Avenue

New York, New York 10153

Telephone: (212) 310-8000

Facsimile: (212) 310-8007

*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

Proposed Rejection Notice

WEIL, GOTSHAL & MANGES LLP
 Ray C. Schrock, P.C. (admitted *pro hac vice*)
 Ryan Preston Dahl (admitted *pro hac vice*)
 Candace M. Arthur (admitted *pro hac vice*)
 Daniel Gwen (admitted *pro hac vice*)
 767 Fifth Avenue
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 Riverfront Plaza, East Tower
 951 East Byrd Street
 Richmond, Virginia 23219
 Telephone: (804) 788-8200
 Facsimile: (804) 788-8218

Proposed Attorneys for Debtors and Debtors in Possession

**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.⁴	:	(Jointly Administered)
	:	
-----	X	

**NOTICE OF REJECTION OF CERTAIN
 UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY
 AND ABANDONMENT OF PROPERTY IN CONNECTION THEREWITH**

**BANKRUPTCY RULE 6006 NOTICE TO UNEXPIRED LEASE COUNTER-PARTIES
 PURSUANT TO BANKRUPTCY RULE 6006, PARTIES RECEIVING THIS NOTICE
 SHOULD LOCATE THEIR RESPECTIVE NAMES AND LEASES LISTED ON
 EXHIBIT A ANNEXED HERETO**

⁴ 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.

PLEASE TAKE NOTICE that, on May 4, 2020 (the “**Petition Date**”),⁵ Chinos Holdings, Inc. and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), each commenced with the United States Bankruptcy Court for the Eastern District of Virginia (the “**Bankruptcy Court**”) a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

PLEASE TAKE FURTHER NOTICE that, on [____], 2020, the Bankruptcy Court entered an order approving, among other relief, certain procedures for the rejection of the Debtors’ unexpired nonresidential real property leases [Docket No. ____] (the “**Rejection Procedures Order**”). An electronic copy of the Rejection Procedures Order can found at <https://cases.omniagentsolutions.com/chinos>.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Rejection Procedures Order, the Debtors hereby give notice of their intent to reject the lease(s) set forth on the schedule annexed hereto as **Exhibit A** (each, a “**Rejected Lease**,” and together, the “**Rejected Leases**”), effective as of the date of rejection listed (the “**Rejection Date**”).

PLEASE TAKE FURTHER NOTICE that, any personal property including furniture, fixtures, equipment or other materials remaining at the premises subject to the Leases as of the Rejection Date shall be deemed abandoned by the Debtors, and if any such abandoned personal property remains on the leased premises after the Rejection Date, the landlord, other applicable lease counterparty or its designee (the “**Landlord**”) may utilize and/or dispose of any and all such abandoned property without further notice or liability to the Debtors or any third party.

PLEASE TAKE FURTHER NOTICE that, any party wishing to object to the Debtors’ proposed rejection of a Lease, or abandonment of personal property remaining on the leased premises, must file with the Bankruptcy Court and serve a written objection setting forth the legal and factual bases for such objection (an “**Objection**”) so that it is actually filed with the Bankruptcy Court and served on the following parties no later than [____]⁶ (the “**Rejection Objection Deadline**”): (i) the Debtors, 225 Liberty St., New York, NY 10281 (Attn: Maria Di Lorenzo); (ii) the proposed attorneys for the Debtors, (a) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York (Attn: Ray C. Schrock, P.C. (ray.schrock@weil.com), Ryan Preston Dahl, Esq. (ryan.dahl@weil.com), Daniel Gwen, Esq. (daniel.gwen@weil.com), and Justin F. Song (justin.song@weil.com)), and (b) 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)); (iii) the unexpired lease or sublease counterparties affected by the Rejection Notice, and their counsel, if known, if the objecting party is not the lease counterparty; (iv) the Office of the United States Trustee for the Eastern District of Virginia (Attn: Kenneth N. Whitehurst, II Esq. at (USTPRegion4.Rh.ECF@usdoj.gov)); (v) counsel for the agent of the prepetition term and DIP lenders: Seward & Kissel LLP (Attn: Gregg S. Bateman, Esq. (bateman@sewkis.com)), and (vi) counsel to the ad hoc committee: Milbank LLP (Attn: Dennis F. Dunne, Esq.

⁵ Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the *Motion of Debtors for Entry of Order (I) Approving Procedures for Rejecting Unexpired Leases of Nonresidential Real Property and Abandon Property in Connection Therewith and (II) Granting Related Relief*.

⁶ Ten (10) days after service of this Rejection Notice.

(ddunne@milbank.com), Samuel A. Khalil, Esq. (skhalil@milbank.com), and Matthew L. Brod, Esq. (mbrod@milbank.com)) and Tavenner & Beran, PLC (Attn: Lynn L. Tavenner, Esq. (ltavenner@tb-lawfirm.com), Paula S. Beran, Esq. (pberan@tb-lawfirm.com), and David N. Tabakin, Esq. (dtabakin@tb-lawfirm.com)), and (viii) counsel for any statutory committee appointed in these chapter 11 cases (the “**Objection Notice Parties**”).

PLEASE TAKE FURTHER NOTICE that if no Objection is filed and served in compliance with the foregoing, the Debtors may submit to the Bankruptcy Court after the Rejection Objection Deadline a proposed order approving the rejection of the Leases (each such order, a “**Rejection Order**”), substantially in the form annexed hereto as **Exhibit B**, and the Bankruptcy Court may enter such order without a hearing.

PLEASE TAKE FURTHER NOTICE that, if an Objection is properly filed and served in compliance with the foregoing and not withdrawn or resolved (an “**Unresolved Objection**”), the Debtors may seek a determination of the dispute by the Bankruptcy Court by filing a notice for a hearing for the Court to consider the Unresolved Objection. If the Unresolved Objection is overruled or withdrawn, the effective date of rejection shall be the (i) the Rejection Date; (ii) such other date to which the Debtors and the counterparty to the Unresolved Objection have agreed; or (iii) such other date as determined by the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Rejection Procedures Order, if the Debtors have deposited monies with a lessor as a security deposit or arrangement, such lessor or contract counterparty may not off-set or otherwise use such deposit without prior notice to the Debtors.

Dated: _____, 2020
Richmond, Virginia

/s/

HUNTON ANDREWS KURTH LLP
Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
Nathan Kramer (VSB No. 87720)
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Telephone: (804) 788-8200
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-and-

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Daniel Gwen (admitted *pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Proposed Attorneys for Debtors
and Debtors in Possession*

Exhibit A

Form List of Rejected Leases

Store ID	Debtor Entity	Real Property Lease Address	Type of Lease (Lease or Sublease)	Landlord / Sublessee	Property to be Abandoned	Proposed Rejection Date

Exhibit B

Proposed Rejection Order

WEIL, GOTSHAL & MANGES LLP
 Ray C. Schrock, P.C. (admitted *pro hac vice*)
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Proposed Attorneys for Debtors and Debtors in Possession

**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	

**ORDER APPROVING THE REJECTION OF
 UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY
 AND ABANDONMENT OF PROPERTY IN CONNECTION THEREWITH**

Pursuant to and in accordance with the *Order Authorizing Debtors to (I) Establish Procedures for Rejection of Unexpired Leases of Nonresidential Real Property and Abandon Property in Connection Therewith and (II) Granting Related Relief* (Docket No. [__]) (the “**Rejection Procedures Order**”),² and the Debtors having properly filed with this Court and

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

served on the Rejection Notice Parties a notice (the “**Rejection Notice**”) of their intent to reject the unexpired nonresidential real property leases and/or subleases identified on **Exhibit 1** hereto (“**Leases**”) and to abandon any *de minimis* property remaining at the leased premises on the Rejection Date of the applicable Leases that the Debtors determine is too difficult to remove or expensive to store, such that the economic benefits of removing or storing such remaining property would be outweighed by the attendant costs (such assets, the “**De Minimis Assets**”) in accordance with the terms of the Rejection Procedures Order, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and no timely objections having been filed to the Rejection Notice; and the Court having found and determined that the relief requested is in the best interests of the Debtors, their estates, their creditors, and all parties in interest, and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Leases are hereby rejected as set forth herein, effective on the later of:
(i) service of the Rejection Notice; and (ii) the Debtors’ unequivocal surrender of the premises via a written notice and the delivery of the keys, key codes, and alarm codes to the premises, each as applicable, to the applicable lease counterparty, or in the absence of delivering such keys, providing notice to the landlord that the landlord may enter and re-let the premises (the date of such service or unequivocal surrender, the “**Rejection Date**”).
2. The De Minimis Assets remaining at the leased premises as of the applicable Rejection Date shall be deemed abandoned upon the Rejection

Date without further notice or order of the Court, free and clear of all liens, claims, interests, or other encumbrances.

3. With respect to any De Minimis Assets abandoned at one of the Debtors' leased properties, the applicable Landlord or other designee shall be free, after the Rejection Date, notwithstanding the automatic stay, to utilize and/or dispose of such property without notice or liability to any party and without further notice or order of the Court; and the applicable Landlord's rights, if any, to file a claim for the costs of disposal of such property are fully reserved, as are the rights of any party in interest to object to such claims.
4. If any counterparty to a Lease asserts a claim against the Debtors arising from the rejection of the Lease, the counterparty shall submit a proof of claim by the later of (a) the deadline to file general unsecured proofs of claim (the "**Bar Date**") fixed by the Court and (b) thirty (30) days after the entry of this Order. If a counterparty to a Lease does not timely file a proof of claim in accordance with the terms of this Order, the counterparty shall forever be barred from asserting a claim arising from the rejection of their Lease, absent further order of this Court to the contrary.
5. Nothing herein shall prejudice the rights of the Debtors to argue that any of the Leases were terminated prior to the Petition Date, or that any claim for damages arising from the rejection of the Leases is limited to the remedies available under any applicable termination provision of such

lease, sublease, or contract, as applicable, or that any such claim is an obligation of a third party, and not that of the Debtors or their estates.

6. Nothing contained in this 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 that may exist against any creditor or interest holder; or (d) an approval, assumption, or adoption, of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.
7. Notwithstanding entry of this 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.
8. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.
9. The Debtors are authorized to take all actions necessary to implement the relief granted in this Order.
10. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: _____, 2020
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Lease Rejection Schedule

Rejected Leases

Store ID	Debtor Entity	Real Property Lease Address	Type of Lease (Lease or Sublease)	Landlord / Sublessee	Property to be Abandoned	Rejection Date