

Joshua A. Sussberg, P.C.
Christopher J. Marcus, P.C.
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

James H.M. Sprayregen, P.C.
Benjamin M. Rhode (*pro hac vice* pending)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

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

)				
In re:)				Chapter 11
)				
BCBG MAX AZRIA GLOBAL HOLDINGS, LLC, <i>et al.</i> , ¹)				Case No. 17-10466 (___)
)				
Debtors.)				(Joint Administration Requested)
)				

**DEBTORS’ MOTION FOR ENTRY OF INTERIM AND FINAL
ORDERS (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO
OPERATE THEIR CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN
PREPETITION OBLIGATIONS RELATED THERETO, AND (C) MAINTAIN
EXISTING BUSINESS FORMS, (II) AUTHORIZING THE DEBTORS TO CONTINUE
INTERCOMPANY TRANSACTIONS, AND (III) GRANTING RELATED RELIEF**

BCBG Max Azria Global Holdings, LLC and its debtor affiliates, as debtors and debtors
in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”),² respectfully

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: BCBG Max Azria Global Holdings, LLC (6857); BCBG Max Azria Group, LLC (5942); BCBG Max Azria Intermediate Holdings, LLC (3673); Max Rave, LLC (9200); and MLA Multibrand Holdings, LLC (3854). The location of the Debtors’ service address is: 2761 Fruitland Avenue, Vernon, California 90058.

² A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this motion and the Debtors’ chapter 11 cases, are set forth in greater detail in the *Declaration of HollyFelder Etlin, Chief Restructuring Officer of BCBG Max Azria Global Holdings, LLC, (I) in Support of Chapter 11 Petitions and First Day Motions and (II) Pursuant to Local Bankruptcy Rule 1007-2* (the “First Day Declaration”), filed contemporaneously with the Debtors’ voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), on February 28, 2017 (the “Petition Date”).

state the following in support of this motion:

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the “Interim Order” and “Final Order”): (a) authorizing the Debtors to: (i) continue to operate their cash management system substantially as illustrated on **Exhibit 1** annexed to **Exhibit A** attached hereto (the “Cash Management System”), (ii) honor certain prepetition obligations related thereto, and (iii) maintain existing business forms; (b) authorizing the Debtors to continue intercompany transactions in the ordinary course and granting superpriority administrative expense status to postpetition intercompany balances; and (c) granting related relief. In addition, the Debtors request that the Court (as defined herein) schedule a final hearing within approximately 25 days of the commencement of these chapter 11 cases to consider approval of this motion on a final basis.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York, dated January 31, 2012. The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 345, 363, 364, and 503 of title 11 of the United States Code (the “Bankruptcy Code”), Bankruptcy Rules 6003 and 6004, and Rule 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”).

The Cash Management System

I. Overview.

5. The Debtors operate a complex cash management system that is typical of multi-store retail operations and comparable to the centralized cash management systems used by other similarly sized retail companies to manage the cash flow of operating units in a cost-effective, efficient manner. The Debtors use their Cash Management System in the ordinary course to transfer and distribute funds and to facilitate cash monitoring, forecasting, and reporting. The Debtors’ treasury department maintains daily oversight over the Cash Management System and implements cash management controls for entering, processing, and releasing funds, including in connection with intercompany transactions. Additionally, the Debtors’ corporate accounting, cash forecasting, and internal audit departments regularly reconcile the Debtors’ books and records to ensure that all transfers are accounted for properly.

6. The Debtors’ Cash Management System facilitates the timely and efficient collection, management, and disbursement of funds used in the Debtors’ business. The Debtors estimate that cash collections average approximately \$36.6 million per month, including store cash receipts, credit card receipts, partner shop payments, wholesale and licensing revenue and e-commerce sales. In addition, the Debtors estimate that total disbursements will range between \$16.0 million and \$59.2 million per month during these chapter 11 cases. On average, approximately \$32.0 million will flow through the Cash Management System on a monthly basis. Because of the nature of the Debtors’ business and the disruption to the business that

would result if they were forced to close their existing bank accounts, it is critical that the existing Cash Management System remain in place.

II. The Cash Management System.

7. The Cash Management System is comprised of approximately 253 bank accounts (the “Bank Accounts”), each of which is identified on **Exhibit 2** annexed to **Exhibit A** attached hereto.³ The Bank Accounts are primarily held at Bank of America, N.A (“Bank of America”) and Wells Fargo Bank, N.A. (“Wells Fargo”). As further illustrated on **Exhibit 1** annexed to **Exhibit A** attached hereto, the Cash Management System is based around a general collection account maintained by BCBG Max Azria Group, LLC (the “Collection Account”) and a concentration disbursement account maintained by BCBG Max Azria Group, LLC (the “Disbursement Account”), both at Bank of America. The Cash Management System is organized to facilitate the seamless collection and disbursement of cash under the Debtors’ asset based lending revolving credit facility (the “ABL Facility”), as described in greater detail in the First Day Declaration.

A. Collection Process.

8. ***Cash Collections.*** Cash collections from sales at the Debtors’ brick and mortar locations are deposited into one of approximately 236 accounts maintained by BCBG Max Azria Group, LLC at Bank of America, Wells Fargo, and a number of other financial institutions (collectively, the “Depository Accounts”). Each day, any balance in Depository Accounts maintained by Bank of America is automatically transferred to a master depository account maintained by BCBG Max Azria Group, LLC at Bank of America (the “Master Depository Account”), which is then automatically transferred daily to the Collection Account. Any balance

³ Although the Cash Management System includes the 253 Bank Accounts as of the Petition Date, the Debtors may close existing accounts or open new accounts in the ordinary course.

in the Depository Accounts maintained by Wells Fargo is automatically transferred to an account maintained by BCBG Max Azria Group, LLC at Wells Fargo (the “Concentration Account”), which is then automatically transferred the same day to the Collection Account. An additional 25 accounts from two banking institutions are also swept daily into the Wells Fargo Concentration account. Deposits to bank accounts from the remaining 28 retail stores are transferred electronically on a periodic basis to the Wells Fargo Concentration Account. Balances retained in these accounts after the transfers average approximately \$3,000, and are maintained to support tender for the store registers and bank fees.

9. ***Credit Card Collections.*** Credit card sales at the Debtors’ brick and mortar locations are processed through a third-party processor and the proceeds are deposited, net of fees, chargebacks, and returns, into the Wells Fargo Concentration Account. Each day, any balance in the Wells Fargo Concentration Account is automatically transferred to the Collection Account.

10. ***E-commerce Collections.*** Proceeds from transactions on the Debtors’ e-commerce website are deposited through the company’s e-commerce provider, PFSweb Inc., into an e-commerce account maintained by BCBG Max Azria Group, LLC at Bank of America (the “E-commerce Account”). Each day, any balance in the E-commerce Account is automatically transferred to the Collection Account.

11. ***Wholesale Collections.*** Payments made by the Debtors’ wholesale customers are deposited into an account maintained by BCBG Max Azria Group, LLC at Bank of America (the “Wholesale Account”). Each day, any balance in the Wholesale Account is automatically transferred to the Collection Account.

12. ***Partner Shops Collections.*** Proceeds from sales completed at the Debtors' partner shops are deposited into an account maintained by BCBG Max Azria Group, LLC at Bank of America (the "Retail Account"). Each day, any balance in the Retail Account is automatically transferred to the Collection Account.

13. The Debtors have entered into deposit account control agreements in favor of Bank of America, as agent (the "ABL Agent") under the ABL Facility with respect to each of the Bank Accounts described herein. Thus, substantially all of the cash held in the Bank Accounts is subject to a perfected security interest in favor of the ABL Agent. Under the ABL Facility, so long as excess availability is less than fifteen percent of the then-applicable borrowing base, the Debtors must remit all cash receipts on a daily basis to an account maintained by the ABL Agent. As described in the First Day Declaration, due to the Debtors' ongoing liquidity constraints, the excess availability under the ABL Facility was less than fifteen percent as of the Petition Date (and for a number of months immediately preceding the Petition Date). Accordingly, each day, any excess cash in the Collection Account is transferred to an account maintained by the ABL Agent. As described below, the Debtors begin the disbursement process each day with a request to borrow funds under the ABL Facility.

B. Disbursement Process.

14. Each day, the Debtors make a request to the ABL Agent to transfer available funds under the ABL Facility—determined by reference to the then-applicable borrowing base—into the Disbursement Account, which funds are used by the Debtors to satisfy obligations owing to landlords, vendors, employees, various taxing authorities, and certain other entities. Payroll direct deposits are funded directly from the Disbursement Account. Amounts drawn are funded into four separate disbursement accounts related to accounts payable, taxes, payroll, and rent.

- a. The accounts payable account is maintained by BCBG Max Azria Group, LLC at Bank of America (the “Accounts Payable Account”). Funds in the Accounts Payable Account are used to satisfy accounts payable payments by check.
- b. The taxes account is maintained by BCBG Max Azria Group, LLC at Bank of America (the “Taxes Account”) and is used to pay sales tax, payroll tax, and travel and expense accounts.
- c. The payroll account is maintained by BCBG Max Azria Group, LLC at Bank of America (the “Payroll Account”) and is used to pay wages, salary, and other compensation due to the Debtors’ employees, other than through ADP.
- d. The rent account is maintained by BCBG Max Azria Group, LLC at Bank of America (the “Rent Account”). Funds in the Rent Account are used to satisfy the Debtors’ rent obligations.

15. The Debtors also maintain two separate, stand-alone accounts linked to the Disbursement Account: (a) a health claims account maintained by BCBG Max Azria Group, LLC at Bank of America to pay employee health claims (the “Health Claims Account”) and (b) a licensing account maintained by BCBG Max Azria Group, LLC at Bank of America into which licensing fees are deposited (the “Licensing Account”). A diagram illustrating the role of each disbursement account is set forth in **Exhibit 1** annexed to **Exhibit A** attached hereto.

16. After the Petition Date, the Debtors propose to continue using the Bank Accounts described above and in **Exhibit 2** annexed to **Exhibit A** attached hereto, subject to their right to open and close certain accounts in their discretion.

17. The following chart summarizes the roles of the key Bank Accounts.

Account	Account Description
Collection Account (xxx382)	The Collection Account is the Debtors’ primary collections concentration account. Funds in the Master Depository Account, the Wells Fargo Concentration Account, the E-Commerce Account, the Wholesale Account, and the Retail Account are swept daily into the Collection Account.

Account	Account Description
Master Depository Account (xxx105)	The Master Depository Account is funded by the Debtors' individual store deposit accounts maintained with Bank of America. These amounts are swept daily into the Collection Account.
Wells Fargo Concentration Account (xxx546)	The Wells Fargo Concentration Account is funded by (i) credit card transactions, net of fees, chargebacks, and returns, which are processed by a third party, and (ii) store deposit accounts maintained with Wells Fargo and other financial institutions (other than Bank of America). These amounts are swept daily into the Collection Account.
E-commerce Account (xxx562)	The E-commerce Account is funded by proceeds of the Debtors' e-commerce business, through the Debtors' e-commerce provider. These amounts are swept daily into the Collection Account.
Wholesale Account (xxx313)	The Wholesale Account is funded by payments made by the Debtors' wholesale customers. These amounts are swept daily into the Collection Account.
Retail Account (xxx636)	The Retail Account is funded by proceeds from the Debtors' partner shops. These amounts are swept daily into the Collection Account.
Disbursement Account (xxx453)	The Disbursement Account is the Debtors' primary disbursement concentration account. Each day the Debtors request available funds from the ABL Agent and the ABL Agent transfers funds into the Disbursement Account. Then, the Debtors transfer funds from the Disbursement Account to additional disbursement sub-accounts: the Accounts Payable Account, the Taxes Account, the Special Payroll Checks Account, and the Rent Account. The Debtors also fund the Health Claim Account from the Disbursement Account and the Licensing Account funds the Disbursement Account with receipts from licensing partners.
Health Claims Account (xxx491)	The Health Claims Account is a standalone account that funds reimbursement payments to an administrative service provider related to employee medial claims pursuant to the Debtors' self-insurance obligations. An administrative services provider reviews the claims and then invoices the Debtors weekly for these medical claims.
Licensing Account (xxx650)	The Licensing Account is a standalone account that is funded with receipts from licensing partners.
Accounts Payable Account (xxx308)	The Accounts Payable Account is funded by the Disbursement Account, which amounts are used to satisfy accounts payable payments by check.
Taxes Account (xxx496)	The Taxes Account is funded by the Disbursement Account, which funds are used to satisfy sales and payroll tax, which are funded by electronic funds transfers
Payroll Account (xxx458)	The Payroll Account is funded by the Disbursement Account, which amounts are used to fund payroll and certain other employee obligations.
Rent Account (xxx477)	The Rent Account is funded by the Disbursement Account, which amounts are used to satisfy the Debtors' rent obligations.

Account	Account Description
Depository Accounts	The Depository Accounts are the Debtors' store-level accounts, where cash receipts from sales at their brick and mortar stores are deposited.

III. Compliance with U.S. Trustee Guidelines.

18. Bank of America and Wells Fargo are designated as authorized depositories by the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee"), pursuant to the Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees (the "U.S. Trustee Guidelines"). Bank of America and Wells Fargo are each party to a uniform depository agreement (a "UDA") with the the U.S. Trustee, and therefore the Debtors believe the Bank Accounts at these institutions will be collateralized in a manner consistent with the requirements of section 345 of the Bankruptcy Code. A number of the financial institutions at which the Debtors hold certain of the Depository Accounts and other accounts ancillary to the Cash Management System also satisfy these requirements. In any event, the Debtors maintain that each of the institutions at which the Bank Accounts are maintained are well-capitalized institutions and insured by the Federal Deposit Insurance Corporation and, therefore, the Debtors maintenance of the Bank Accounts will not jeopardize any party in interest.

IV. Intercompany Transactions.

19. In the ordinary course of business, the Debtors engage in routine business relationships with each other (the "Intercompany Transactions") resulting in intercompany receivables and payables (the "Intercompany Claims"). Accordingly, at any given time there may be Intercompany Claims owing by one Debtor to another Debtor. For example, in the normal course of business, certain of the Debtors' wholly owned subsidiaries (including certain

foreign subsidiaries) purchase inventory from the wholesale segment of the Debtors' business to supply the Debtors' foreign stores. As a result, intercompany balances in favor of BCBG Max Azria Group, LLC from certain of its subsidiaries (including foreign subsidiaries) are typically outstanding at any given time. Payments from the subsidiaries are generally paid into the Collection Account. The Intercompany Claims are reflected as journal entry receivables and payables, as applicable, in the respective Debtors' accounting systems. The Debtors track all fund transfers in their respective accounting system and can ascertain, trace, and account for all Intercompany Transactions. The Debtors will continue to track postpetition intercompany transfers. Discontinuing the Intercompany Transactions would unnecessarily disrupt the Cash Management System and the Debtors' operations to the detriment of the Debtors and their creditors and other stakeholders. The Debtors seek the authority to continue the Intercompany Transactions in the ordinary course of business, in a manner consistent with prepetition practice.

V. Bank Fees.

20. In the ordinary course, certain of the financial institutions at which the Bank Accounts are maintained, including Bank of America and Wells Fargo, charge, and the Debtors pay, honor, or allow the deduction from the appropriate account, certain service charges and other fees, costs, and expenses (collectively, the "Bank Fees"). Historically, the Debtors estimate that they pay approximately \$29,000 in Bank Fees each month, depending on transaction volume. The Debtors estimate that approximately \$29,000 in prepetition Bank Fees remain outstanding as of the Petition Date (the "Prepetition Bank Fees"). To maintain the integrity of their Cash Management System, the Debtors request authority to pay any prepetition Bank Fees for prepetition transactions that are charged postpetition and to continue to pay the Bank Fees in the ordinary course postpetition.

VI. Business Forms.

21. As part of their Cash Management System, the Debtors utilize various preprinted business forms (the “Business Forms”) in the ordinary course. To minimize expenses to their estates and avoid confusion during the pendency of these chapter 11 cases, the Debtors request that the Court authorize the Debtors’ continued use of all existing preprinted correspondence and business forms (including, without limitation, letterhead, checks, and other business forms) as such forms were in existence immediately before the Petition Date, without reference to the Debtors’ status as debtors in possession, rather than requiring the Debtors to incur the expense and delay of ordering entirely new business forms.

Basis for Relief

I. Maintaining the Existing Cash Management System Is Essential to Maximizing the Value of the Debtors’ Estates.

22. The U.S. Trustee Guidelines require debtors in possession to, among other things: (a) establish one debtor-in-possession bank account for all estate monies required for the payment of taxes, including payroll taxes; (b) close all existing bank accounts and open new debtor-in-possession accounts; (c) maintain a separate debtor-in-possession account for cash collateral; and (d) obtain checks that bear the designation “debtor in possession” and reference the bankruptcy case number and type of account on such checks. These requirements are designed to provide a clear line of demarcation between prepetition and postpetition claims and payments and help protect against the inadvertent payment of prepetition claims by preventing banks from honoring checks drawn before the Petition Date.

23. Considering, however, the complex cash management system that the Debtors have in place for the transfer and distribution of funds, which ties into the Debtors’ existing corporate accounting and cash forecasting reporting, enforcement of this provision of the U.S.

Trustee Guidelines during these chapter 11 cases would disrupt the Debtors' ability to efficiently administer these chapter 11 cases.

24. Continuation of the Cash Management System is permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes the debtor in possession to "use property of the estate in the ordinary course without notice or a hearing." 11 U.S.C. § 363(c)(1). Section 363(c)(1) of the Bankruptcy Code also allows a debtor in possession to engage in the ordinary course transactions required to operate its business without additional oversight from its creditors or the court. *See, e.g., Med. Malpractice Ins. Ass'n v. Hirsch (In re Lavigne)*, 114 F.3d 379, 384 (2d Cir. 1997); *In re Enron Corp.*, No. 01-16034 (AJG), 2003 WL 1562202, at *15 (Bankr. S.D.N.Y. Mar. 21, 2003); *Chaney v. Official Comm. of Unsecured Creditors of Crystal Apparel, Inc. (In re Crystal Apparel, Inc.)*, 207 B.R. 406, 409 (S.D.N.Y. 1997). Included within the purview of Section 363(c) of the Bankruptcy Code is a debtor's ability to continue the "routine transactions" necessitated by a debtor's cash management system. *See Amdura Nat'l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.)*, 75 F.3d 1447, 1453 (10th Cir. 1996).

25. Bankruptcy Courts routinely treat requests for authority to continue utilizing existing cash management systems as a relatively "simple matter." *See In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). Additionally, courts have noted that an integrated cash management system "allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash." *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff'd in part and rev'd in part*, 997 F.2d 1039 (3d Cir. 1993). As a result, courts have concluded that the requirement to maintain all accounts separately "would be a huge administrative burden and economically inefficient." *Columbia Gas*, 997 F.2d at 1061; *see also In re Southmark Corp.*, 49

F.3d 1111, 1114 (5th Cir. 1995) (noting that maintaining an existing cash management system allows debtors “to administer more efficiently and effectively its financial operations and assets”).

26. Accordingly, the Debtors respectfully request that the Court allow them to operate each of the Bank Accounts listed on Exhibit 2 annexed to Exhibit A attached hereto as they were maintained in the ordinary course before the Petition Date.

II. Maintaining the Existing Cash Management System Will Not Harm Parties in Interest.

27. The Debtors’ continued use of their Cash Management System will facilitate the Debtors’ transition into chapter 11 by, among other things, avoiding administrative inefficiencies, expenses, and distraction associated with disrupting this system and minimizing delays in the payment of postpetition obligations. Maintenance of the Cash Management System is also required under the terms of the ABL Facility. The Debtors respectfully submit that parties in interest will not be harmed by the Debtors’ maintenance of their existing Cash Management System, including maintenance of the Bank Accounts and continuance of the Intercompany Transactions, because the Debtors have implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of obligations incurred before the Petition Date.

28. Specifically, with the assistance of their advisors, the Debtors have implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors’ treasury department. In light of such protective measures, the Debtors submit that maintaining the Cash Management System is in the best interests of their estates and creditors.

III. Authorizing the Debtors to Continue Using Debit, Wire, and ACH Transfers Is Warranted.

29. The Debtors request that the Court grant further relief from the U.S. Trustee Guidelines to the extent they require the Debtors to make all disbursements by check. In particular, the U.S. Trustee Guidelines require that all receipts and all disbursements of estate funds must be made by check with a notation representing the reason for the disbursement. The Debtors conduct numerous transactions on a daily basis through ACH transfers and other similar methods. If the Debtors' ability to conduct transactions by debit, wire, ACH transfer, or other similar methods is impaired, the Debtors day-to-day activities may be unnecessarily disrupted, and their estates will incur additional costs.

IV. Authorizing the Banks to Continue to Maintain, Service, and Administer the Bank Accounts in the Ordinary Course Is Warranted.

30. The Debtors respectfully request that the Court authorize the banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course. In this regard, the banks should be authorized to receive, process, honor, and pay any and all checks, ACH transfers, and other instructions and drafts payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto; *provided that* any check, draft, or other notification that the Debtors advise the banks to have been drawn, issued, or otherwise presented before the Petition Date may be honored by the banks only to the extent authorized by order of the Court.

31. The Debtors further request that the Court authorize the banks to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or subsequent to the Petition Date.

The Debtors also request that, to the extent a bank honors a prepetition check or other item drawn on any account either: (a) at the direction of the Debtors; (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored; or (c) as a result of an innocent mistake made despite implementation of customary item handling procedures, such bank will not be deemed to be liable to the Debtors or to their estates on account of such prepetition check or other item honored postpetition. The Debtors respectfully submit that such relief is reasonable and appropriate because the banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise.

32. Moreover, the Debtors request that the Court authorize the Debtors to pay any prepetition Bank Fees for prepetition transactions that are charged postpetition, and authorize the banks to: (a) continue to charge the Debtors the Bank Fees; and (b) charge-back returned items to the Bank Accounts, whether such items are dated before, on, or subsequent to the Petition Date, in the ordinary course.

33. Courts in this district have regularly waived certain U.S. Trustee Guidelines and allowed the continued use of cash management systems and prepetition bank accounts employed in the ordinary course of a debtor's prepetition business. *See, e.g., In re Sabine Oil & Gas Corp.*, No. 15-11835 (SCC) (Bankr. S.D.N.Y. Sept. 10, 2015) (allowing debtors to continue using their cash management system); *In re Eagle Bulk Shipping Inc.*, No. 14-12303 (SHL) (Bankr. S.D.N.Y. Sept. 19, 2014) (same); *In re MPM Silicones, LLC*, No. 14-22503 (RDD) (Bankr. S.D.N.Y. May 16, 2014) (same); *In re Excel Mar. Carriers Ltd.*, No. 13-23060 (RDD)

(Bankr. S.D.N.Y. Dec. 6, 2013) (same, on an interim basis); *In re Hawker Beechcraft, Inc.*, No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 30, 2012) (same).⁴

V. The Court Should Authorize the Debtors to Continue Using Their Existing Business Forms.

34. To avoid disruption of the Cash Management System and unnecessary expense, pursuant to Local Rule 2015-2(a), the Debtors request that they be authorized to continue to use their existing business forms (including, without limitation, letterhead, checks, and other business forms) substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession. The Debtors submit that parties in interest will not be prejudiced if the Debtors are authorized to continue to use their business forms substantially in the forms existing immediately before the Petition Date. Such parties will undoubtedly be aware of the Debtors' status as debtors in possession and, thus, changing business forms is unnecessary and would be unduly burdensome. In accordance with Local Rule 2015-2(a), once the Debtors have exhausted their existing supply of business forms, the Debtors will reorder business forms with the designation "Debtor in Possession" and the corresponding bankruptcy number on all such forms (including checks).

35. In other chapter 11 cases, courts in this district have allowed debtors to use their prepetition business forms without the "debtor in possession" label. *In re Aéropostale, Inc.*, No. 16-11275 (SHL) (Bankr. S.D.N.Y. June 3, 2016) (authorizing use of existing business forms); *In re Sabine Oil & Gas Corp.*, No. 15-11835 (SCC) (Bankr. S.D.N.Y. Sept. 10, 2015) (same); *In re Eagle Bulk Shipping Inc.*, No. 14-12303 (SHL) (Bankr. S.D.N.Y. Sept. 19, 2014) (same); *In re Excel Mar. Carriers Ltd.*, No. 13-23060 (RDD) (Bankr. S.D.N.Y. Dec. 9, 2013) (same); *In re Hawker Beechcraft, Inc.*, No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 30, 2012) (same).

⁴ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

VI. The Court Should Authorize the Debtors to Continue Conducting Intercompany Transactions in the Ordinary Course and Grant Administrative Priority Status to Postpetition Intercompany Claims Among the Debtors.

36. The Debtors' funds move through the Cash Management System as described above. At any given time, there may be Intercompany Claims owing by one Debtor to another Debtor. Intercompany Transactions are made between and among Debtor affiliates in the ordinary course as part of the Cash Management System, including the purchase and sale of inventory sold in the Debtors' foreign stores.⁵ The Debtors track all fund transfers in their accounting system and can ascertain, trace, and account for all Intercompany Transactions previously described. The Debtors, moreover, will continue to maintain records of such Intercompany Transactions. If the Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls could be disrupted to the Debtors' and their estates' detriment. Since these transactions represent extensions of intercompany credit made in the ordinary course of business that are an essential component of the Cash Management System, the Debtors respectfully request the authority to continue conducting the Intercompany Transactions in the ordinary course of business without need for further Court order.

37. To ensure each individual Debtor will not, at the expense of its creditors, fund the operations of another entity, the Debtors respectfully request, pursuant to section 503(b)(1) of the Bankruptcy Code, that all postpetition payments between or among a Debtor and another Debtor on account of an intercompany transaction be accorded administrative expense status. This relief will ensure that each entity receiving payments from a Debtor will continue to bear ultimate

⁵ Because the Debtors engage in Intercompany Transactions on a regular basis and such transactions are common among enterprises like that of the Debtors, the Debtors submit that the Intercompany Transactions are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and, thus, do not require this Court's approval. Nonetheless, out of an abundance of caution, the Debtors are seeking express authority to engage in such transactions on a postpetition basis. Moreover, the continued performance of the ordinary course Intercompany Transactions is integral to ensure the Debtors' ability to operate their businesses as debtors in possession.

repayment responsibility for such ordinary course transactions, thereby reducing the risk that these transactions would jeopardize the recoveries available to each Debtor's respective creditors.

38. Similar relief has been granted in other similarly situated chapter 11 cases in this district and other districts. *See, e.g., In re Quicksilver, Inc.*, No. 15-11880 (Bankr. D. Del. Sep. 9, 2015) (allowing intercompany transactions to continue); *In re NII Holdings, Inc.*, No. 14-12611 (SCC) (Bankr. S.D.N.Y. May 21, 2015) (same, on an interim basis); *In re Eagle Bulk Shipping Inc.*, No. 14-12303 (Bankr. S.D.N.Y. Sep. 19, 2014) (same); *In re MPM Silicons, LLC*, No. 14-22503 (Bankr. S.D.N.Y. May 16, 2014) (same); *In re Hawker Beechcraft, Inc.*, No. 12-11873 (Bankr. S.D.N.Y. May 30, 2012) (same).

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

39. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date "to the extent that relief is necessary to avoid immediate and irreparable harm." For the reasons discussed above, authorizing the Debtors to maintain their Cash Management System and granting the other relief requested herein is essential; to the Debtors' ability to transition their operations into these chapter 11 cases and maintain the value of their estates postpetition. Failure to receive such authorization and other relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' ability to maintain their estates at this critical juncture. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

Reservation of Rights

40. Nothing contained in this motion or any actions taken by the Debtors pursuant to relief granted in the Interim Order and Final Order is intended or should be construed as: (a) an

admission as to the validity of any particular claim against a Debtor entity; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Motion Practice

41. This motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this motion. Accordingly, the Debtors submit that this motion satisfies Local Rule 9013-1(a).

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

42. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Notice

43. The Debtors will provide notice of this motion to: (a) the Office of the United States Trustee for the Southern District of New York; (b) the holders of the 50 largest unsecured

claims against the Debtors (on a consolidated basis); (c) counsel to the agent under the Debtors' proposed asset-based lending revolving debtor-in-possession credit facility and the Debtors' prepetition asset-based lending revolving credit facility lenders; (d) counsel to the administrative agent under the Debtors' proposed debtor-in-possession term loan credit facility and the Debtors' prepetition tranche B term loan lenders; (e) counsel the Debtors' prepetition tranche A term loan lenders; (f) counsel the Debtors' prepetition new tranche A term loan lenders; (g) holders of BCBG Max Azria Global Holdings, LLC common units; (h) holders of BCBG Max Azria Global Holdings, LLC preferred units; (i) the United States Attorney's Office for the Southern District of New York; (j) the Internal Revenue Service; (k) the Environmental Protection Agency; (l) the office of the attorneys general for the states in which the Debtors operate; (m) the Securities and Exchange Commission; (n) each financial institution at which a Bank Account is held; and (o) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

44. No prior request for the relief sought in this motion has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order and Final Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: March 1, 2017

/s/ Joshua A. Sussberg

Joshua A. Sussberg, P.C.

Christopher J. Marcus, P.C.

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

- and -

James H.M. Sprayregen, P.C.

Benjamin M. Rhode (*pro hac vice* pending)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle Street

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Interim Order

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

In re:)	Chapter 11
)	
BCBG MAX AZRIA GLOBAL HOLDINGS, LLC, <i>et al.</i> , ¹)	Case No. 17-10466 (___)
)	
Debtors.)	(Joint Administration Requested)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO OPERATE THE CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND (C) MAINTAIN EXISTING BUSINESS FORMS, (II) AUTHORIZING THE DEBTORS TO CONTINUE INTERCOMPANY TRANSACTIONS, AND (III) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”): (a) authorizing the Debtors to: (i) continue to operate the Cash Management System, as illustrated on **Exhibit 1** attached hereto, (ii) honor certain prepetition obligations related thereto, and (iii) maintain existing business forms; (b) authorizing the Debtors to continue intercompany transactions in the ordinary course and granting superpriority administrative expense status to postpetition intercompany balances; and (c) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York, dated January 31,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: BCBG Max Azria Global Holdings, LLC (6857); BCBG Max Azria Group, LLC (5942); BCBG Max Azria Intermediate Holdings, LLC (3673); Max Rave, LLC (9200); and MLA Multibrand Holdings, LLC (3854). The location of the Debtors’ service address is: 2761 Fruitland Avenue, Vernon, California 90058.

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

2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2017, at __:__ .m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on _____, 2017, and shall be served on: (a) the Debtors, BCBG Max Azria Global Holdings, LLC, 2761 Fruitland Avenue, Vernon, California 90058, Attn: Erica Alterwitz-Meierhans; (b) proposed counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Benjamin M. Rhode and John R. Luze; (c) counsel to the agent under the Debtors' proposed asset-based lending revolving debtor-in-possession credit facility and the Debtors' prepetition asset-based lending revolving credit facility lenders, Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Marc R. Leduc, Matthew F. Furlong; (d) counsel to the administrative agent under the Debtors' proposed debtor-in-possession term loan credit facility and the Debtors' prepetition tranche B term loan lenders,

Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Matt Barr; (e) counsel the Debtors' prepetition tranche A term loan lenders, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178-0061, Attn: Steven J. Reisman; (f) counsel the Debtors' prepetition new tranche A term loan lenders, Winston & Strawn LLP, 200 Park Avenue, New York, New York 10166-4193, Attn: Jordan S. Traister; (g) counsel to any statutory committee appointed in these cases; and (h) the Office of The United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014, Attn: Brian Masumoto, Esq. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. The Debtors are authorized, on an interim basis and in their sole discretion, to: (a) continue operating the Cash Management System, substantially as identified on **Exhibit 1** attached hereto; (b) honor their prepetition obligations related thereto; (c) utilize existing business forms; and (d) continue to perform intercompany transactions consistent with historical practice.

4. The Debtors are further authorized, on an interim basis and in their sole discretion, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 2** attached hereto; (b) use, in their present form, all existing correspondence and business forms (including letterhead, checks, and other business forms), as well as other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all

usual means, including checks, wire transfers, and other debits; (e) pay the Prepetition Bank Fees; and (f) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts, irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the documents governing the Bank Accounts.

5. All banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

6. Within 15 days of the entry of this Interim Order, the Debtors shall contact the banks at which the Debtors hold bank accounts that are party to a Uniform Depository Agreement with the U.S. Trustee and: (a) provide such bank with the Debtors' employer identification number; and (b) identify each of their bank accounts as being held by a debtor in possession.

7. For banks at which the Debtors hold Bank Accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good-faith efforts to cause the banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within 30 days of the Petition Date. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

8. All banks provided with notice of this Interim Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts, or otherwise issued before the Petition Date, absent further direction from the Debtors.

9. The Debtors will maintain records in the ordinary course reflecting transfers of cash, if any, including Intercompany Transactions, so as to permit all such transactions to be ascertainable.

10. In the course of providing cash management services to the Debtors, each of the banks at which the Bank Accounts are maintained is authorized, without further order of this Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

11. Each of the Debtors' banks is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks drawn on the Debtors' accounts which are cashed at such bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Debtors' accounts with such bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the

Petition Date; and (c) all undisputed prepetition amounts outstanding of the date hereof, if any, owed to any bank as service charges for the maintenance of the Cash Management System.

12. Each of the Debtors' banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

13. The Debtors are authorized to open any new bank accounts or close any existing Bank Accounts as they may deem necessary and appropriate in their sole discretion; *provided that* (a) the opening, closing, or use of any such bank account is not prohibited or restricted by the terms of the debtor-in-possession financing facilities; (b) the Debtors give notice of the closing of any Bank Accounts or the opening of any new bank accounts within fifteen (15) days thereafter to the Office of the U.S. Trustee for Region 2, the agent under the Debtor-In-Possession Term Loan Credit and Guaranty Agreement (the "DIP Term Loan Agent"), and any statutory committees appointed in these chapter 11 cases; (c) those certain existing deposit agreements between the Debtors and its existing depository and disbursement banks shall continue to govern the postpetition cash management relationship between the Debtors and the banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect; and (d) either the Debtors or the banks may, without further order of this Court, implement changes to the cash management systems and procedures in the ordinary course of business pursuant to the terms of those existing deposit agreements, including, without limitation, the opening and closing of bank accounts.

Any change to the Cash Management System outside of the ordinary course of business shall require the prior written consent of the DIP Term Loan Agent.

14. Nothing contained herein shall permit any bank at which the Bank Accounts are maintained to terminate any cash management services without thirty days prior written notice to the Debtors, the U.S. Trustee, and any official committee appointed in these chapter 11 cases.

15. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

16. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their businesses in the ordinary course; *provided that* for the avoidance of doubt, the Debtors shall not be authorized by this Interim Order to undertake any other Intercompany Transaction that is not on the same terms as, or materially consistent with, the Debtors' operation of the businesses in the ordinary course during the prepetition period; *provided further that* the Debtors shall maintain accurate and detailed records of all such transfers and transactions, so that all transfers and transactions, including the Intercompany Transactions, may be readily ascertained, traced, recorded properly and distinguished between prepetition and postpetition transfers and transactions, and the Debtors shall provide the DIP Term Loan Agent and their prepetition tranche A term loan lenders on a monthly basis such records and other reasonably detailed statements in writing reflecting the intercompany transactions and balances per entity. The Debtors are prohibited from (x) extending any intercompany loans outside of the ordinary course of business without prior Court approval and (y) conducting intercompany capital transactions, such as transactions related to dividends or capital contributions. In administering the Cash Management System, including the Bank Accounts, each Bank and the DIP Term Loan Agent

shall be authorized to assume, without inquiry that the foregoing provisions relating to the Intercompany Transactions have been complied with by the Debtors. Notwithstanding anything to the contrary contained herein, the Debtors shall not make any loans, cash advances, investments, or other payments to any non-Debtor affiliate, including, without limitation, BCBG Max Azria Canada, Inc., without (a) prior Court approval or (b) the prior written consent of the DIP Term Loan Agent.

17. All postpetition payments from a Debtor to another Debtor under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code.

18. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

19. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Bank Fees.

20. Notwithstanding anything to the contrary contained herein, (i) payments made by the Debtors pursuant to the authority granted in this Order must be in compliance with, and shall be subject to, the requirements imposed on the Debtors under the Debtors' postpetition financing agreements (the "DIP Agreements") and the terms and conditions of the interim and final orders, as applicable, approving the DIP Agreements and governing the Debtors' use of cash collateral (in either case, the "DIP Order"), and (ii) to the extent there is any inconsistency between the

terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

21. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights or the rights of any other Person under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

22. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

23. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

24. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

25. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

26. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

New York, New York

Dated: _____, 2017

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Cash Management System Schematic

BCBG Max Azria Group, LLC - Cash Management System

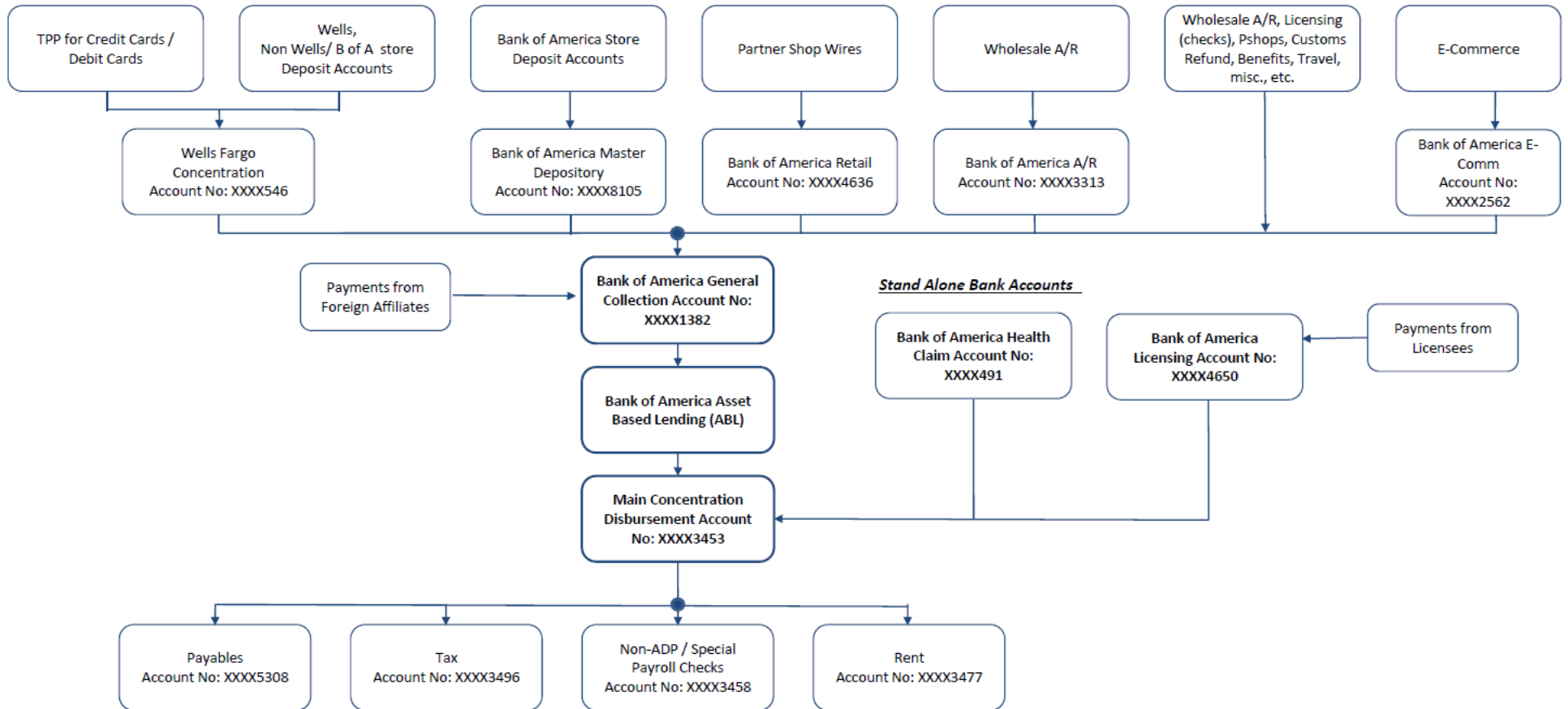


EXHIBIT 2

Bank Accounts

BANK ACCOUNT LIST

Currency	Legal Name	Bank Name	Account number	Type of Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx382	General Collection Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx609	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx650	Licensing Receipts J176Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx313	Wholesale AR Depository Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx562	E-Commerce Depository Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx636	Partner Shops Retail Depository Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx453	Main Disbursement Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx308	Accounts Payable Sub-Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx491	Health Claim Disbursement Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx458	Non-ADP Payroll Disbursement Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx477	Rent Disbursement Sub-Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx496	Tax Disbursement Sub-Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx653	Corp
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx308	Corp
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx322	Corp
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx322	Corp
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx609	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx903	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx908	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx686	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx969	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx800	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx805	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx824	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx198	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx623	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx774	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx874	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx879	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx462	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx696	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx714	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx719	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx733	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx738	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx752	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx796	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx129	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx556	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx570	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx575	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx834	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx858	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx872	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx672	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx677	Retail Store Deposit

Currency	Legal Name	Bank Name	Account number	Type of Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx161	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx595	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx844	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx868	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx116	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx130	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx154	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx067	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx401	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx455	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx474	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx479	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx683	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx110	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx115	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx275	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx326	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx461	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx466	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx540	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx564	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx569	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx588	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx601	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx606	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx620	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx625	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx644	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx649	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx663	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx682	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx687	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx700	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx705	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx729	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx743	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx748	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx767	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx781	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx804	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx809	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx823	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx842	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx847	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx861	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx866	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx885	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx903	Retail Store Deposit

Currency	Legal Name	Bank Name	Account number	Type of Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx908	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx922	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx927	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx946	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx965	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx984	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx054	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx059	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx073	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx078	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx092	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx097	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx746	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx760	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx218	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx232	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx237	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx142	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx147	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx950	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx363	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx382	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx387	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx950	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx588	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx735	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx754	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx961	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx228	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx242	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx261	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx266	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx280	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx492	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx497	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx997	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx005	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx617	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx954	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx754	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx995	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx003	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx008	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx927	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx941	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx946	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx105	Store Master Depository Account
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit

Currency	Legal Name	Bank Name	Account number	Type of Account
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of Hawaii	xxxxxxx640	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of Hawaii	xxxxxxx895	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of Hawaii	xxxxxxx917	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of Hawaii	xxxxxxx651	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of Hawaii	xxxxxxx226	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	BB&T	xxxxxxx990	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Berkshire Bank	xxxxxxx191	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx695	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx150	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx517	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx882	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx791	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx058	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx206	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx248	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx255	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx263	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx297	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx313	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx339	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx347	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx362	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx370	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx594	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx048	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Citizens Bank	xxxxxxx834	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Citizens Bank	xxxxxxx834	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Citizens Bank	xxxxxxx834	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	First Bank of the Lake	xxxxxxx601	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	First Hawaiian Bank	xxxxxxx970	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	PNC Bank	xxxxxxx171	Master account for Retail deposit
USD	BCBG Max Azria Group, LLC	PNC Bank	xxxxxxx171	Master account for Retail deposit
USD	BCBG Max Azria Group, LLC	PNC Bank	xxxxxxx171	Master account for Retail deposit
USD	BCBG Max Azria Group, LLC	PNC Bank	xxxxxxx171	Master account for Retail deposit
USD	BCBG Max Azria Group, LLC	PNC Bank	xxxxxxx171	Master account for Retail deposit
USD	BCBG Max Azria Group, LLC	PNC Bank	xxxxxxx171	Master account for Retail deposit
USD	BCBG Max Azria Group, LLC	Premier Bank Minnesota	xxxxxxx834	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Queenstown Bank	xxxxxxx501	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Regions Bank - 484	xxxxxxx106	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Regions Bank - 517	xxxxxxx028	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Suntrust	xxxxxxx954	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	TD Bank	xxxxxxx594	Retail Store Deposit

Currency	Legal Name	Bank Name	Account number	Type of Account
USD	BCBG Max Azria Group, LLC	US Bank	xxxxxxx593	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	US Bank	xxxxxxx593	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	US Bank	xxxxxxx593	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	US Bank	xxxxxxx593	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx546	Wells Fargo Master Concentration Account
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx310	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx442	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx561	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx075	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx959	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx250	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx268	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx276	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx300	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx318	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx326	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx334	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx342	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx359	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx367	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx375	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx383	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx391	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx425	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx466	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx474	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx540	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx557	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx565	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx599	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx631	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx649	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx656	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx664	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx680	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx698	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx714	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx722	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx748	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx763	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx789	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx797	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx805	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx847	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx862	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx870	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx888	Retail Store Deposit

Currency	Legal Name	Bank Name	Account number	Type of Account
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx896	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx920	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx276	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx750	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx589	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx587	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx848	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx891	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx917	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx925	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx966	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx982	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx311	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx748	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx127	Retail Store Deposit

EXHIBIT B

Proposed Final Order

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

In re:)	Chapter 11
)	
BCBG MAX AZRIA GLOBAL HOLDINGS, LLC, <i>et al.</i> , ¹)	Case No. 17-10466 (___)
)	
Debtors.)	(Joint Administration Requested)

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO OPERATE THE CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND (C) MAINTAIN EXISTING BUSINESS FORMS, (II) AUTHORIZING THE DEBTORS TO CONTINUE INTERCOMPANY TRANSACTIONS, AND (III) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”):

(a) authorizing the Debtors to: (i) continue to operate the Cash Management System, (ii) honor certain prepetition obligations related thereto, and (iii) maintain existing business forms;

(b) authorizing the Debtors to continue intercompany transactions in the ordinary course and granting superpriority administrative expense status to postpetition intercompany balances; and

(c) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York, dated January 31, 2012; and that this Court may enter a final

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: BCBG Max Azria Global Holdings, LLC (6857); BCBG Max Azria Group, LLC (5942); BCBG Max Azria Intermediate Holdings, LLC (3673); Max Rave, LLC (9200); and MLA Multibrand Holdings, LLC (3854). The location of the Debtors’ service address is: 2761 Fruitland Avenue, Vernon, California 90058.

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

order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York, dated February 1, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized, in their sole discretion, to: (a) continue operating the Cash Management System, substantially as identified on Exhibit 1 attached hereto; (b) honor their prepetition obligations related thereto; (c) utilize existing business forms; and (d) continue to perform intercompany transactions consistent with historical practice.
3. The Debtors are further authorized, in their sole discretion, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit 2 attached hereto; (b) use, in their present form, all existing correspondence and business forms (including letterhead, checks, and other business

forms), as well as other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (e) pay the Prepetition Bank Fees; and (f) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts, irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the documents governing the Bank Accounts.

4. All banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

5. For banks at which the Debtors hold Bank Accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good-faith efforts to cause the banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within 30 days of the Petition Date. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

6. All banks provided with notice of this Final Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts, or otherwise issued before the Petition Date, absent further direction from the Debtors.

7. The Debtors will maintain records in the ordinary course reflecting transfers of cash, if any, including Intercompany Transactions, so as to permit all such transactions to be ascertainable.

8. In the course of providing cash management services to the Debtors, each of the banks at which the Bank Accounts are maintained is authorized, without further order of this Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

9. Each of the Debtors' banks is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks drawn on the Debtors' accounts which are cashed at such bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Debtors' accounts with such bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the

Petition Date; and (c) all undisputed prepetition amounts outstanding of the date hereof, if any, owed to any bank as service charges for the maintenance of the Cash Management System.

10. Each of the Debtors' banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

11. The Debtors are authorized to open any new bank accounts or close any existing Bank Accounts as they may deem necessary and appropriate in their sole discretion; *provided that* (a) the opening, closing, or use of any such bank account is not prohibited or restricted by the terms of the DIP Facilities; (b) the Debtors give notice of the closing of any Bank Accounts or the opening of any new bank accounts within fifteen (15) days thereafter to the Office of the U.S. Trustee for Region 2, the agent under the the DIP Term Loan Agent, and any statutory committees appointed in these chapter 11 cases; (c) those certain existing deposit agreements between the Debtors and its existing depository and disbursement banks shall continue to govern the postpetition cash management relationship between the Debtors and the banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect; and (d) either the Debtors or the banks may, without further order of this Court, implement changes to the cash management systems and procedures in the ordinary course of business pursuant to the terms of those existing deposit agreements, including, without limitation, the opening and closing of bank accounts. Any change to the Cash Management System outside of the ordinary course of business shall require the prior written consent of the DIP Term Loan Agent.

12. Nothing contained herein shall permit any bank at which the Bank Accounts are maintained to terminate any cash management services without thirty days prior written notice to the Debtors, the U.S. Trustee, and any official committee appointed in these chapter 11 cases.

13. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

14. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their businesses in the ordinary course; *provided that* for the avoidance of doubt, the Debtors shall not be authorized by this Final Order to undertake any other Intercompany Transaction that is not on the same terms as, or materially consistent with, the Debtors' operation of the businesses in the ordinary course during the prepetition period; *provided further that* the Debtors shall maintain accurate and detailed records of all such transfers and transactions, so that all transfers and transactions, including the Intercompany Transactions, may be readily ascertained, traced, recorded properly and distinguished between prepetition and postpetition transfers and transactions, and the Debtors shall provide the DIP Term Loan Agent and their prepetition tranche A term loan lenders on a monthly basis such records and other reasonably detailed statements in writing reflecting the intercompany transactions and balances per entity. The Debtors are prohibited from (x) extending any intercompany loans outside of the ordinary course of business without prior Court approval and (y) conducting intercompany capital transactions, such as transactions related to dividends or capital contributions. In administering the Cash Management System, including the Bank Accounts, each Bank and the DIP Term Loan Agent shall be authorized to assume, without inquiry that the foregoing provisions relating to the Intercompany Transactions have been complied with by the Debtors. Notwithstanding anything

to the contrary contained herein, the Debtors shall not make any loans, cash advances, investments, or other payments to any non-Debtor affiliate, including, without limitation, BCBG Max Azria Canada, Inc., without (a) prior Court approval or (b) the prior written consent of the DIP Term Loan Agent.

15. All postpetition payments from a Debtor to another Debtor under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code.

16. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

17. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Bank Fees.

18. Notwithstanding anything to the contrary contained herein, (i) payments made by the Debtors pursuant to the authority granted in this Order must be in compliance with, and shall be subject to, the requirements imposed on the Debtors under the Debtors' postpetition financing agreements (the "DIP Agreements") and the terms and conditions of the interim and final orders, as applicable, approving the DIP Agreements and governing the Debtors' use of cash collateral (in either case, the "DIP Order"), and (ii) to the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

19. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights or the rights of any other Person under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

20. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

21. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

22. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

23. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

24. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

New York, New York

Dated: _____, 2017

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Cash Management System Schematic

BCBG Max Azria Group, LLC - Cash Management System

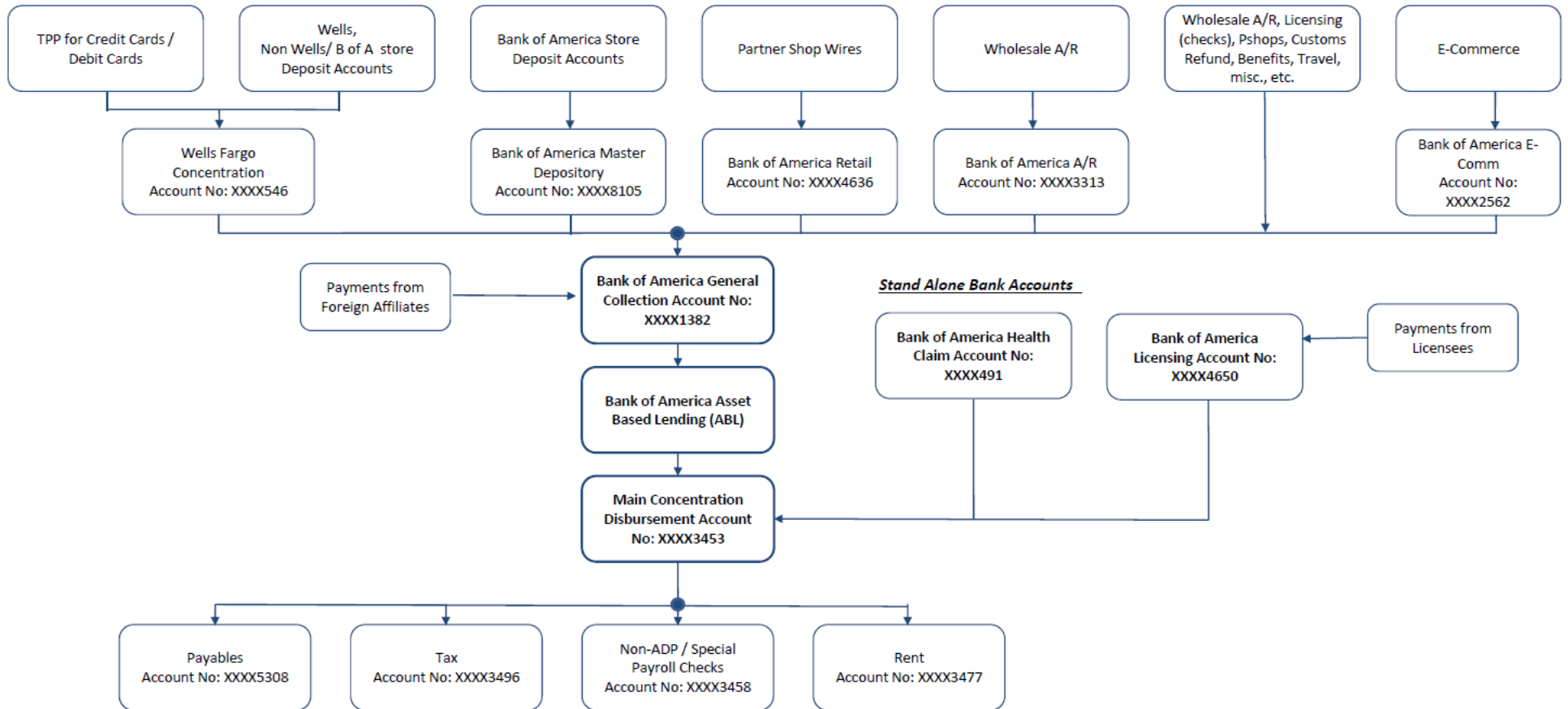


EXHIBIT 2

Bank Accounts

BANK ACCOUNT LIST

Currency	Legal Name	Bank Name	Account number	Type of Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx382	General Collection Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx609	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx650	Licensing Receipts J176Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx313	Wholesale AR Depository Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx562	E-Commerce Depository Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx636	Partner Shops Retail Depository Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx453	Main Disbursement Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx308	Accounts Payable Sub-Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx491	Health Claim Disbursement Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx458	Non-ADP Payroll Disbursement Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx477	Rent Disbursement Sub-Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx496	Tax Disbursement Sub-Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx653	Corp
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx308	Corp
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx322	Corp
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx322	Corp
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx609	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx903	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx908	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx686	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx969	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx800	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx805	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx824	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx198	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx623	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx774	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx874	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx879	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx462	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx696	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx714	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx719	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx733	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx738	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx752	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx796	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx129	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx556	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx570	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx575	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx834	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx858	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx872	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx672	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx677	Retail Store Deposit

Currency	Legal Name	Bank Name	Account number	Type of Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx161	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx595	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx844	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx868	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx116	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx130	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx154	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx067	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx401	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx455	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx474	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx479	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx683	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx110	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx115	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx275	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx326	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx461	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx466	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx540	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx564	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx569	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx588	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx601	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx606	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx620	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx625	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx644	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx649	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx663	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx682	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx687	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx700	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx705	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx729	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx743	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx748	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx767	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx781	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx804	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx809	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx823	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx842	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx847	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx861	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx866	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx885	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx903	Retail Store Deposit

Currency	Legal Name	Bank Name	Account number	Type of Account
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx908	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx922	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx927	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx946	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx965	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx984	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx054	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx059	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx073	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx078	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx092	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx097	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx746	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx760	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx218	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx232	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx237	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx142	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx147	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx950	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx363	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx382	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx387	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx950	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx588	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx735	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx754	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx961	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx228	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx242	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx261	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx266	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx280	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx492	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx497	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx997	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx005	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx617	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx954	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx754	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx995	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx003	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx008	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx927	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx941	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx946	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of America	xxxxxxx105	Store Master Depository Account
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit

Currency	Legal Name	Bank Name	Account number	Type of Account
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Banco Popular	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of Hawaii	xxxxxxx640	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of Hawaii	xxxxxxx895	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of Hawaii	xxxxxxx917	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of Hawaii	xxxxxxx651	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Bank of Hawaii	xxxxxxx226	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	BB&T	xxxxxxx990	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Berkshire Bank	xxxxxxx191	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx695	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx150	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx517	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx882	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx791	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx058	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx206	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx248	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx255	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx263	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx297	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx313	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx339	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx347	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx362	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx370	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx594	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Chase	xxxxxxx048	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Citizens Bank	xxxxxxx834	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Citizens Bank	xxxxxxx834	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Citizens Bank	xxxxxxx834	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	First Bank of the Lake	xxxxxxx601	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	First Hawaiian Bank	xxxxxxx970	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	PNC Bank	xxxxxxx171	Master account for Retail deposit
USD	BCBG Max Azria Group, LLC	PNC Bank	xxxxxxx171	Master account for Retail deposit
USD	BCBG Max Azria Group, LLC	PNC Bank	xxxxxxx171	Master account for Retail deposit
USD	BCBG Max Azria Group, LLC	PNC Bank	xxxxxxx171	Master account for Retail deposit
USD	BCBG Max Azria Group, LLC	PNC Bank	xxxxxxx171	Master account for Retail deposit
USD	BCBG Max Azria Group, LLC	PNC Bank	xxxxxxx171	Master account for Retail deposit
USD	BCBG Max Azria Group, LLC	Premier Bank Minnesota	xxxxxxx834	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Queenstown Bank	xxxxxxx501	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Regions Bank - 484	xxxxxxx106	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Regions Bank - 517	xxxxxxx028	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Suntrust	xxxxxxx954	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	TD Bank	xxxxxxx594	Retail Store Deposit

Currency	Legal Name	Bank Name	Account number	Type of Account
USD	BCBG Max Azria Group, LLC	US Bank	xxxxxxx593	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	US Bank	xxxxxxx593	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	US Bank	xxxxxxx593	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	US Bank	xxxxxxx593	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx546	Wells Fargo Master Concentration Account
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx310	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx442	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx561	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx075	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx959	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx250	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx268	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx276	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx300	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx318	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx326	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx334	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx342	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx359	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx367	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx375	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx383	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx391	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx425	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx433	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx466	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx474	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx540	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx557	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx565	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx599	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx631	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx649	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx656	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx664	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx680	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx698	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx714	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx722	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx748	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx763	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx789	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx797	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx805	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx847	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx862	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx870	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx888	Retail Store Deposit

Currency	Legal Name	Bank Name	Account number	Type of Account
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx896	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx920	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx276	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx750	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx589	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx587	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx848	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx891	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx917	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx925	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx966	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx982	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx311	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx748	Retail Store Deposit
USD	BCBG Max Azria Group, LLC	Wells Fargo	xxxxxxx127	Retail Store Deposit