

**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 (SCC)
)	
Debtors.)	(Jointly Administered)

**ORDER AUTHORIZING REJECTION OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) authorizing the Debtors to reject (i) that certain Aircraft Lease Agreement, dated as of November 19, 2009 (the “Aircraft Lease”), (ii) that certain Rolls Royce CorporateCare Agreement for Tay 611-8 Engines, dated as of November 1, 2010 (the “Maintenance Contract”), (iii) that certain Aircraft Use Agreement, dated as of June 1, 2015 (the “Use Agreement”), and (iv) that certain Aircraft Management and Operating Agreement, dated as of January 1, 2010 (the “Aircraft Management and Operating Agreement,” and together with the Aircraft Lease, the Maintenance Contract, and the Use Agreement, the “Agreements”), each effective *nunc pro tunc* to the Petition Date, and upon the Etlin Declaration; and the Court having found that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference*

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.

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 order consistent with Article III of the United States Constitution; and the 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, if any, 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 as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Agreements identified on **Exhibit 1** attached hereto are hereby rejected effective *nunc pro tunc* to the Petition Date.
3. The Debtors do not waive any claims that they may have against any Counterparty to the Agreements, whether or not such claims arise under, are related to the rejection of, or are independent of the Agreements.
4. Notwithstanding the *nunc pro tunc* relief granted in paragraph 2 hereof, nothing in this Order shall prohibit the lessor under the Aircraft Lease from filing, pursuing and collecting payment on account of an administrative claim in the Debtors chapter 11 cases solely to the extent that (a) the subject aircraft was used by the Debtors or their designees after the Petition Date, (b) such use provided a benefit to the Debtors' estates, and (c) the amount of such administrative claim is no greater than such benefit provided to the Debtors' estates; and (d) such

administrative claim would otherwise be allowed pursuant to section 503 of the Bankruptcy Code; *provided, however*, that the relief granted herein is without prejudice to the right of any party in interest to object to any such administrative claim on any basis.

5. Notwithstanding anything to the contrary contained herein or in the Agreements, the counterparties to the Agreements shall use commercially reasonable efforts to mitigate damages (if any) arising from the relief granted herein.

6. Notwithstanding anything to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

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

New York, New York
Dated: March 28, 2017

/S/ Shelley C. Chapman
THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Schedule of Rejected Agreements

Agreement Counterparty	Debtor Party	Description of Agreement	Counterparty Address	Effective Date of Rejection
CEF 2002 Aircraft / Global Jet	BCBG Max Azria Group, Inc.	Aircraft Lease	10 Riverview Drive, Danbury, Connecticut 06810-5105	Petition Date
Rolls-Royce plc	BCBG Max Azria Group, Inc.	Maintenance Contract	65 Buckingham Gate, London SW1E 6AT England	Petition Date
Threshold Technologies	BCBG Max Azria Group, Inc.	Aircraft Management and Operating Agreement	8352 Kimball Avenue, F350, #3 Chino, California 91708	Petition Date
Worldwide Jet Charter, Inc.,	BCBG Max Azria Group, LLC	Use Agreement	22601 N 17th Avenue, Suite 220 Phoenix, Arizona 85027	Petition Date