UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 11, 2017

J.Crew Group, Inc.
(Exact name of registrant as specified in its charter)

Commission File Number: 333-175075

Delaware	**22-2894486**
(State or other jurisdiction of incorporation)	**(IRS Employer Identification No.)**

770 Broadway
New York, NY 10003
(Address of principal executive offices, including zip code)

(212) 209-2500
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into a Material Definitive Agreement.

First Supplemental Indenture

On July 11, 2017, following receipt of the requisite consents in connection with the previously announced exchange offer and consent solicitation that commenced on June 12, 2017 (the "Exchange Offer"), Chinos Intermediate Holdings A, Inc. (the "PIK Notes Issuer"), a direct wholly-owned subsidiary of Chinos Holdings, Inc. ("Parent"), the ultimate parent of J.Crew Group, Inc. (the "Company"), and U.S. Bank National Association, as trustee under the indenture governing the PIK Notes Issuer's 7.75%/8.50% Senior PIK Toggle Notes due 2019 (the "PIK Notes"), dated as of November 4, 2013 (the "Indenture"), entered into a First Supplemental Indenture to the Indenture to suspend certain of the covenants, restrictive provisions and events of default of the Indenture. Such amendments will become operative only upon settlement of the Exchange Offer.

The foregoing description of the First Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the First Supplemental Indenture, which is as attached hereto as Exhibit 4.1 and is incorporated herein by reference**.**

Item 8.01. Other Events.

On July 11, 2017, the Company issued a press release announcing the final results for the previously announced Exchange Offer with respect to the PIK Notes. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference**.**

Item 9.01. Financial Statements and Exhibits

(d) Exhibits:

Exhibit No.	Description
4.1	First Supplemental Indenture, dated July 11, 2017, between Chinos Intermediate Holdings A, Inc. and U.S. Bank National Association, as trustee.
99.1	Expiration and Final Results Press Release, dated July 11, 2017.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

J.CREW GROUP, INC.

Date: July 12, 2017

By: /s/ MICHAEL J. NICHOLSON
Michael J. Nicholson
President, Chief Operating Officer and
Chief Financial Officer

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this "*First Supplemental Indenture*"), dated as of July 11, 2017, between Chinos Intermediate Holdings A, Inc., a Delaware corporation (the "*Company*") and U.S. Bank National Association, as trustee (the "*Trustee*").

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of November 4, 2013 (as previously amended, the "*Indenture*"), providing for the issuance of the Company's 7.75%/8.50% Senior PIK Toggle Notes due 2019 (the "*Notes*");

WHEREAS, $566,497,757.18 in aggregate principal amount of the Notes is currently outstanding;

WHEREAS, subject to certain exceptions, Section 9.02 of the Indenture provides, among other things, that the Company, the Guarantors, if any, and the Trustee may amend or supplement the Indenture with the consent of Holders of at least a majority in principal amount of the Notes then outstanding voting as a single class (including consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes);

WHEREAS, the Company has (i) offered to exchange (the "*Exchange Offer*") the Notes for (a) new 13% Senior Secured Notes due 2021 to be issued by J. Crew Brand, LLC, a Delaware limited liability company, and J. Crew Brand Corp., a Delaware corporation, both indirect wholly-owned subsidiaries of the Company and (b)(x) shares of 7% Non-Convertible Perpetual Preferred Stock, Series A and (y) shares of Class A Common Stock, in each case, to be issued by Chinos Holdings, Inc., a Delaware corporation and the direct parent of the Company, and (ii) solicited consents from holders of the Notes to amend the Indenture;

WHEREAS, the Company has received, and, in accordance with Section 9.02 of the Indenture, has delivered to the Trustee, evidence of the consent of the holders of at least a majority in principal amount of the Notes;

WHEREAS, the Company requests the Trustee to join with it in the execution and delivery of this First Supplemental Indenture, and, in accordance with Section 9.02 and Section 9.06 of the Indenture, the Company has delivered to the Trustee simultaneously with the execution and delivery of this First Supplemental Indenture an Officer's Certificate and an Opinion of Counsel relating to this First Supplemental Indenture; and

WHEREAS, all requirements necessary to make this First Supplemental Indenture a valid, binding and enforceable instrument in accordance with its terms have been met and performed, and the execution and delivery of this First Supplemental Indenture has been duly authorized in all respects.

WHEREAS, pursuant to Section 9.02 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree for the benefit of each other and for the equal and ratable benefit of the holders of the Notes as follows:

ARTICLE I

AMENDMENTS TO INDENTURE AND NOTES

Section 1.1. Amendments to Articles One, Two and Four of the Indenture.

(a) Section 1.01 of the Indenture is hereby amended to insert the following new definitions:

> "Exchange Offer" means the offer to exchange the Notes for certain other securities conducted pursuant to that certain Offering Memorandum and Consent Solicitation Statement, dated as of June 12, 2017, as amended and supplemented from time to time.
>
> "IPCo Notes Indentures" means (a) that certain indenture, to be dated upon completion of the Exchange Offer, by and among (i) J. Crew Brand, LLC, a Delaware limited liability company and J. Crew Brand Corp., a Delaware corporation, as the co-issuers (together, the "IPCo Notes Co-Issuers"), (ii) J. Crew Brand Intermediate, LLC, J. Crew Domestic Brand, LLC, and J. Crew International Brand, LLC, as the guarantors (collectively, the "IPCo Guarantors"), and (iii) U.S.

Bank National Association, as trustee and collateral agent, relating to the issuance of the 13% Senior Secured New Money Notes due 2021 and (b) that certain indenture, to be dated upon completion of the Exchange Offer, by and among the IPCo Notes Co-Issuers, the IPCo Guarantors, and U.S. Bank National Association, as trustee and collateral agent, relating to the issuance of the 13% Senior Secured Notes due 2021.

"Spring-Back Date" means the date and time at which a Spring-Back Event occurs.

"Spring-Back Event" means the occurrence of an Event of Default as defined under Section 6.01(9) of the IPCo Notes Indentures.

(b) Section 2.09 of the Indenture is hereby deleted in its entirety and replaced as set forth below:

SECTION 2.09. Treasury Notes. Except during the pendency of a Consented Suspension Period (as defined below), in determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Issuer or a Guarantor or by any Affiliate of the Issuer or a Guarantor, shall be considered as though not outstanding, except that, for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes that a Responsible Officer of the Trustee actually knows are so owned shall be so disregarded. Notes so owned which have been pledged in good faith shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right to deliver any such direction, waiver or consent with respect to such pledged Notes and that the pledgee is not the Issuer or a Guarantor or any Affiliate of the Issuer or a Guarantor.

(c) The Indenture is hereby amended by inserting the following new Section 4.17

SECTION 4.17. Consent Solicitation Suspensions.

(a) From and including the completion of the Exchange Offer until the Spring-Back Date, if any, Section 4.03, Section 4.04, Section 4.07, Section 4.08, Section 4.09, Section 4.10, Section 4.11, Section 4.12, Section 4.13, Section 4.14, Section 4.15, clauses (3) and (4) of Section 5.01(a), Section 9.07 and Section 10.03 hereof (collectively, the "Suspended Sections"), and clauses (3), (4), (5), (6) and (7) of Section 6.01 hereof (collectively, the "Suspended Defaults" and, together with the Suspended Sections, the "Suspended Provisions") shall not be applicable to the Notes.

(b) During any Consented Suspension Period, the Issuer may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the second sentence of the definition of "Unrestricted Subsidiary," unless such Subsidiary was also designated as an unrestricted subsidiary pursuant to the terms of the Term Facility.

(c) Immediately upon the occurrence of a Spring-Back Event, the Issuer and its Restricted Subsidiaries will thereafter again (i) be subject to the Suspended Sections under this Indenture (other than Section 4.13) and the Suspended Defaults under this Indenture (other than clauses (4), (5), (6) and (7) of Section 6.01 hereof), in each case with respect to future events, (ii) be immediately subject to Section 4.13 and to clauses (6), and (7) of the Suspended Defaults, in each case including with respect to past events but only to the extent any action subject to Section 4.13 or any Default or Event of Default related to such Suspended Defaults is continuing and remains uncured as of the Spring-Back Date and (iii) be immediately subject to clauses (4), and (5) of the Suspended Defaults, in each case including with respect to past events but only to the extent any Default or Event of Default related to such Suspended Defaults is continuing and remains uncured for 30 days following the Spring-Back Date. The period of time between the completion of the Exchange Offer and the Spring-Back Date is referred to in this Indenture as the "Consented Suspension Period."

(d) Notwithstanding the foregoing, in the event of any such reinstatement of the Suspended Provisions, no action taken or omitted to be taken by the Issuer or any of its Restricted Subsidiaries prior to such reinstatement will give rise to a Default or Event of Default under this Indenture with respect to the Notes; provided that (i) with respect to Restricted Payments made after such reinstatement, the amount available to be made as Restricted Payments will

be calculated as though Section 4.07 hereof had been in effect prior to, but not during, the Consented Suspension Period; (ii) all Indebtedness incurred, or Disqualified Stock issued, during the Consented Suspension Period will be classified to have been incurred or issued pursuant to clause (3) of Section 4.09(b) hereof; (iii) any Affiliate Transaction entered into after such reinstatement pursuant to an agreement entered into during the Consented Suspension Period shall be deemed to be permitted pursuant to clause (6) of Section 4.11(b) hereof; (iv) any encumbrance or restriction on the ability of any Restricted Subsidiary that is not a Guarantor to take any action described in clauses (1) through (3) of Section 4.08(a) hereof that becomes effective during the Consented Suspension Period shall be deemed to be permitted pursuant to clause (1) of Section 4.08(b) hereof; (v) all Liens incurred during the Consented Suspension Period will have been classified to have been incurred pursuant to clause (7) of the definition of "Permitted Liens" and (vi) no Subsidiary of the Issuer shall be required to comply with Section 4.15 hereof after such reinstatement with respect to any guarantee entered into by such Subsidiary during the Consented Suspension Period.

(e) On and after the occurrence of a Spring-Back Event,, the Issuer and its Subsidiaries will be permitted to consummate the transactions contemplated by any contract entered into during the Consented Suspension Period, so long as such contract and such consummation would have been permitted during such Consented Suspension Period.

Section 1.2 AMENDMENTS TO NOTES. The Notes are hereby amended to revise all provisions therein, to the extent inconsistent with the amendments to the Indenture effected by this First Supplemental Indenture, consistent with the foregoing.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.1 CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

Section 2.2 INDENTURE. Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this First Supplemental Indenture shall control.

Section 2.3 GOVERNING LAW. THIS FIRST SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 2.4 CONSENT TO JURISDICTION. Any legal suit, action or proceeding arising out of or based upon this First Supplemental Indenture or the transactions contemplated hereby ("*Related Proceedings*") may be instituted in the federal courts of the United States of America located in the City of New York or the courts of the State of New York in each case located in the City of New York (collectively, the " *Specified Courts*"), and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail (to the extent allowed under any applicable statute or rule of court) to such party's address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim any such suit, action or other proceeding has been brought in an inconvenient forum.

Section 2.5 WAIVER OF JURY TRIAL. EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS FIRST SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 2.6 SUCCESSORS. All agreements of the Company in this First Supplemental Indenture shall bind its successors. All agreements of the Trustee in this First Supplemental Indenture shall bind its successors.

Section 2.7 COUNTERPARTS. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. This First Supplemental Indenture may be executed in multiple counterparts, which, when taken together, shall constitute one instrument. The exchange of copies of this First Supplemental Indenture and of signature pages by facsimile or electronic (in ".pdf" format) transmissions shall constitute effective execution and delivery of this First Supplemental Indenture as to the parties hereto and may be used in lieu of the original First Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic (in ".pdf" format) transmission shall be deemed to be their original signatures for all purposes.

Section 2.8 SEVERABILITY. In case any provision in this First Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.9 THE TRUSTEE. The Trustee accepts the amendments of the Indenture effected by this First Supplemental Indenture and agrees to perform its duties under the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining the rights and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define its rights and limit its liabilities and responsibilities in the performance of its duties under the Indenture as hereby amended. All of the provisions contained in the Indenture in respect of the rights, privileges, immunities, powers, and duties of the Trustee shall be applicable in respect of this First Supplemental Indenture as fully and with like force and effect as though fully set forth in full herein. The Trustee makes no representation as to and shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture, the Exchange Offer, the consents of the holders of the Notes, any document used in connection with the solicitation of consents or the Exchange Offer, or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company, and the Trustee assumes no responsibility for the same.

Section 2.10 EFFECTIVENESS. The provisions of this First Supplemental Indenture shall be effective upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the amendments set forth in Article I of this First Supplemental Indenture shall become operative only upon the consummation of the Exchange Offer. The Company shall notify the Trustee promptly after the Exchange Offer is consummated or after the Company shall determine that the Exchange Offer will not be consummated. The Company, by providing notice to the Trustee of the consummation of the Exchange Offer, hereby represents, warrants, and certifies to the Trustee that the holders of at least a majority in aggregate principal amount of the Notes outstanding have provided consents to the execution of this First Supplemental Indenture.

Section 2.11 EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

[*SIGNATURES FOLLOW*]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed and delivered, all as of the date first above written.

CHINOS INTERMEDIATE HOLDINGS A, INC.
as Issuer

By: /s/ Vincent Zanna
Name: Vincent Zanna
Title: SVP, Finance and Treasurer

U.S. BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Christopher J. Grell
Name: Christopher J. Grell
Title: Vice President

[Signature Page to First Supplemental Indenture]

Exhibit 99.1

Contacts:
Vincent Zanna
(212) 209-8090

Margot Fooshee
(212) 209-8414

Pat Tucker / Dan Scorpio
Abernathy MacGregor
(212) 371-5999

J.CREW GROUP, INC. ANNOUNCES EXPIRATION AND FINAL RESULTS OF EXCHANGE OFFER AND CONSENT SOLICITATION

New York, July 11, 2017— J.Crew Group, Inc. (the "Company") today announced the expiration and final results for its previously announced private offer (such offer, the "Exchange Offer") to certain eligible noteholders described below to exchange any and all of the outstanding $566.5 million aggregate principal amount of 7.75%/8.50% Senior PIK Toggle Notes due 2019 (CUSIP Nos 16961UAA4 and U1680U AA3, ISIN Nos US16961UAA43 and USU1680UAA35) (the "Old Notes") issued by Chinos Intermediate Holdings A, Inc. (the "Old Notes Issuer"), a direct wholly-owned subsidiary of Chinos Holdings, Inc., the ultimate parent of the Company ("Parent"), for newly issued:

(i) 13% Senior Secured Notes due 2021 in an aggregate principal amount of up to $250 million (the "New Notes" and, together with the guarantees thereof, the "New Debt Securities") to be issued by J. Crew Brand, LLC and J. Crew Brand Corp., both wholly-owned subsidiaries of the Company (together, the "New Notes Co-Issuers" and, collectively with Parent, the "New Securities Issuers");

(ii) shares of Parent's 7% non-convertible perpetual preferred stock, series A, no par value per share, with an aggregate initial liquidation preference of up to $190 million (the "New Series A Preferred Stock"); and

(iii) shares of Parent's class A common stock, $0.00001 par value per share, representing up to approximately 15% of the common equity of Parent (the "Class A Common Stock" and, collectively with the New Series A Preferred Stock and the New Debt Securities, the "New Securities");

in each case, upon the terms and conditions set forth in the Confidential Offering Memorandum and Consent Solicitation Statement, dated June 12, 2017 (as supplemented by the Supplement thereto, dated June 15, 2017, the Second Supplement thereto, dated June 21, 2017, the Company's press release, dated June 26, 2017, and the Company's prior press release, dated July 11, 2017, the "Offering Memorandum").

According to information provided by D.F. King & Co., Inc., the exchange agent and information agent for the Exchange Offer, as of 5:00 p.m., New York City time, on July 11, 2017 (the "Expiration Time"), the New Securities Issuers had received tenders from holders of $565,649,256 in aggregate principal amount of the Old Notes, representing approximately 99.85% of the total outstanding principal amount of the Old Notes, satisfying the minimum tender condition of 95%. All holders who tendered as of the Expiration Time and whose Old Notes are accepted in the Exchange Offer pursuant to the terms thereof will receive the Total Exchange Consideration, as described in the Offering Memorandum.

The settlement date of the Exchange Offer is expected to be July 13, 2017 (the "Settlement Date"). On the Settlement Date, it is expected that approximately (i) $249,625,000 aggregate principal amount of New Notes, (ii) 189,715 shares of New Series A Preferred Stock with an aggregate initial liquidation preference of approximately $189,715,000 and (iii) 17,362,719 shares of Class A Common Stock will be issued.

The Company previously announced that it had received the requisite consents for approval of the term loan amendment by lenders holding approximately 88% of the outstanding principal amount of loans under the Company's term loan agreement. The applicable acknowledgement by the agent under the term loan agreement has been agreed, and the term loan amendment will become effective upon settlement of the Exchange Offer.

As previously disclosed, the Old Notes Issuer has received consents sufficient to approve the proposed amendments to the indenture governing the Old Notes (the "Consent Solicitation"), and the Old Notes Issuer and the trustee for the Old Notes have entered into a supplemental indenture, dated as of July 11, 2017, containing such proposed amendments. Such amendments to the indenture governing the Old Notes will become operative upon settlement of the Exchange Offer.

This press release is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell the Old Notes nor an offer to sell or a solicitation of an offer to purchase any of the New Securities. The Exchange Offer and the Consent Solicitation are only being made pursuant to the Offering Memorandum. The Exchange Offer is not being made to holders of Old Notes in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction.

The New Securities will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any other applicable securities laws and, unless so registered, the New Securities may not be offered, sold, pledged or otherwise transferred within the United States or to or for the account of any U.S. person, except pursuant to an exemption from the registration requirements thereof. Accordingly, the New Securities will be issued only (i) to "qualified institutional buyers" (as defined in Rule 144A under the Securities Act) and (ii) to non-"U.S. persons" who are outside the United States (as defined in Regulation S under the Securities Act). Non U.S.-persons may also be subject to additional eligibility criteria.

Cautionary Note Regarding Forward-Looking Statements

Certain statements herein, including statements regarding the Exchange Offer and the satisfaction of Exchange Offer conditions, are "forward-looking statements" made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements reflect the Company's current expectations or beliefs concerning future events, and actual results of operations may differ materially from historical results or current expectations. Any such forward-looking statements are subject to various risks and uncertainties, including ongoing litigation, the Company's substantial indebtedness and the indebtedness of its indirect parent, the retirement, repurchase or exchange of its indebtedness or the indebtedness of its indirect parent, its substantial lease obligations, its ability to anticipate and timely respond to changes in trends and consumer preferences, the strength of the global economy, declines in consumer spending or changes in seasonal consumer spending patterns, competitive market conditions, its ability to attract and retain key personnel, its ability to successfully develop, launch and grow its newer concepts and execute on strategic initiatives, product offerings, sales channels and businesses, its ability to implement its growth strategy, material disruption to its information systems, its ability to implement its real estate strategy, adverse or unseasonable weather, interruptions in its foreign sourcing operations, and other factors which are set forth in the section entitled "Risk Factors" and elsewhere in the Offering Memorandum and in the Company's Annual Report on Form 10-K, Quarterly Report on Form 10-Q and in all filings with the SEC made subsequent to the filing of the Form 10-Q. Because of the factors described above and the inherent uncertainty of predicting future events, the Company cautions you against relying on forward-looking, whether as a result of new information, future events or otherwise.

About J.Crew Group, Inc.

J.Crew Group, Inc. is an internationally recognized omni-channel retailer of women's, men's and children's apparel, shoes and accessories. As of July 11, 2017, the Company operates 277 J.Crew retail stores, 118 Madewell stores, jcrew.com, jcrewfactory.com, the J.Crew catalog, madewell.com, and 179 factory stores (including 39 J.Crew Mercantile stores). Certain product, press release and SEC filing information concerning the Company are available at the Company's website www.jcrew.com.