

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K/A

CURRENT REPORT

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

Date of Report (Date of earliest event reported): October 10, 2005

**Commission
File Number**

333-42427

**Registrant, State of Incorporation
Address and Telephone Number**

J. CREW GROUP, INC.

(Incorporated in Delaware)

770 Broadway

New York, New York 10003

Telephone: (212) 209-2500

**I.R.S. Employer
Identification No.**

22-2894486

333-42423

J. CREW OPERATING CORP.

(Incorporated in Delaware)

770 Broadway

New York, New York 10003

Telephone: (212) 209-2500

22-3540930

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrants under any of the following provisions (see General Instruction A.2. below):

- 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))

The purpose of this Current Report on Form 8-K/A is to amend the Current Report on Form 8-K of J. Crew Group, Inc., a Delaware corporation (“Parent”), filed on October 14, 2005, by including the correct Commission File Number on the cover page thereto. In addition, Parent’s state of incorporation in the EDGAR filing system has been corrected from New York to Delaware pursuant to the reincorporation described in Item 8.01 below. The contents of the remainder of this 8-K/A are identical to the contents of the Form 8-K of Parent filed on October 14, 2005.

Item 1.01. Entry into Material Definitive Agreements

On October 10, 2005, J. Crew Group, Inc., a New York corporation (“Old Parent”), J. Crew Operating Corp. (“Operating”), J. Crew Intermediate LLC (“Intermediate”), certain of their subsidiaries, Wachovia Bank, National Association, as administrative agent and collateral agent, and certain other lenders party thereto entered into Amendment No. 1 to Amended and Restated Loan and Security Agreement, dated as of the same date (“Amendment No. 1”) whereby consent was granted to the formation of J. Crew Group, Inc., a Delaware corporation (“Parent”), (See Item 8.01 below) and the subsequent mergers of Old Parent with and into Parent and of Intermediate with and into Parent as described further in Item 1.01 if this Current Report on Form 8-K. Amendment No. 1 is attached as Exhibit 4.1 hereto.

On October 11, 2005, Parent and Old Parent, the predecessor of Parent, entered into an Agreement and Plan of Merger, dated as of the same date (the “Plan of Merger”) whereby Old Parent merged with and into Parent with Parent as the surviving corporation. Pursuant to its terms, the Plan of Merger became effective on October 11, 2005 with Parent succeeding Old Parent and Old Parent ceasing to exist. The Plan of Merger is attached as Exhibit 10.1 hereto.

On October 11, 2005, Intermediate and Parent entered into an Agreement of Merger, dated as of the same date (the “Merger Agreement”) whereby Intermediate merged with and into Parent with Parent as the surviving corporation. Pursuant to its terms, the Merger Agreement became effective on October 11, 2005 with Parent succeeding Intermediate and Intermediate ceasing to exist. The Merger Agreement is attached as Exhibit 10.2 hereto.

Item 8.01. Other Events

On October 11, 2005, pursuant to a corporate restructuring, Old Parent incorporated Parent as a Delaware corporation, adopted the By-laws of Parent and appointed the Board of Directors of Old Parent as the Board of Directors of Parent. A copy of the Certificate of Incorporation of Parent is filed as Exhibit 3.1 to the Old Parent’s Amendment No. 2 to Registration Statement on Form S-1 filed on October 11, 2005 and incorporated by reference as Exhibit 3.1 hereto. The By-laws of Parent are attached hereto as Exhibit 3.2. Subsequently, Parent and Old Parent executed the Plan of Merger and Parent and Intermediate executed the Merger Agreement (See Item 1.01 above).

Item 9.01 Financial Statements and Exhibits

(c)

- 3.1 Certificate of Incorporation of Parent. Incorporated by reference to Exhibit 3.1 to the Old Parent's Amendment No. 2 to Registration Statement on Form S-1 filed on October 11, 2005.
- 3.2 By-laws of Parent.
- 4.1 Amendment No. 1 to Amended and Restated Loan and Security Agreement, dated as of October 10, 2005.
- 10.1 Agreement and Plan of Merger between Parent and Old Parent, dated as of October 11, 2005.
- 10.2 Agreement of Merger between Parent and Intermediate, dated as of October 11, 2005.

The information in this Current Report is being furnished under Items 1.01, 8.01 and 9.01 of Form 8-K and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended ("Exchange Act"), nor shall such information be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly stated by specific reference in such filing.

Certain statements herein 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 current expectations or beliefs of Parent and Operating (collectively, the "Company") 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 the strength of the economy, changes in the overall level of consumer spending or preferences in apparel, the performance of the Company's products within the prevailing retail environment, trade restrictions, political or financial instability in countries where the Company's goods are manufactured, postal rate increases, paper and printing costs, availability of suitable store locations at appropriate terms and other factors which are set forth in the Company's Annual Report on Form 10-K for the period ended January 31, 2005 (the "Form 10-K") and in all filings with the Securities and Exchange Commission made by the Company subsequent to the filing of the Form 10-K. The Company does not undertake to publicly update or revise its forward-looking statements, whether as a result of new information, future events or otherwise.

SIGNATURES

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

J. CREW GROUP, INC.
J. CREW OPERATING CORP.

By /s/ James S. Scully

Name: James S. Scully
Title: Executive Vice-President and
Chief Financial Officer

Date: October 17, 2005

BYLAWS
OF
J.CREW GROUP, INC.

Article I
Stockholders

Section 1.01. Annual Meetings. The annual meeting of the stockholders of the Corporation for the election of Directors and for the transaction of such other business as properly may come before such meeting shall be held at such place, either within or without the State of Delaware, or, within the sole discretion of the Board of Directors, and subject to such guidelines and procedures as the Board of Directors may adopt, by means of remote communication and at such date and at such time, as may be fixed from time to time by resolution of the Board of Directors and set forth in the notice or waiver of notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time by the Chairman of the Board, Chief Executive Officer (or, in the event of his or her absence or disability, by the President or any Executive Vice President), or by the Board of Directors. A special meeting shall be called by the Chairman of the Board, Chief Executive Officer (or, in the event of his or her absence or disability, by the President or any Executive Vice President), or by the Secretary of the Corporation pursuant to a resolution approved by a majority of the entire Board of Directors. Such special meetings of the stockholders shall be held at such places, within or without the State of Delaware, or, within the sole discretion of the Board of Directors, and subject to such guidelines and procedures as the Board of Directors may adopt, by means of remote communication, as shall be specified in the respective notices or waivers of notice thereof. Any power of the stockholders of the Corporation to call a special meeting is specifically denied.

Section 1.03. Notice Of Meetings; Waiver.

(a) The Secretary of the Corporation or any Assistant Secretary shall cause written notice of the place, if any, date and hour of each meeting of the stockholders, and, in the case of a special meeting, the purpose or purposes for which such meeting is called, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, to be given personally by mail or by electronic transmission, or as otherwise provided in these By-Laws, not fewer than ten (10) nor more than sixty (60) days prior to the meeting, to each stockholder of record entitled to vote at such meeting. If such notice is mailed, it shall be deemed to have been given personally to a stockholder when deposited in the United States mail, postage prepaid, directed to the stockholder at his or her address as it appears on the record of stockholders of the Corporation, or, if a stockholder shall have filed with the Secretary of the Corporation a written request that notices to such stockholder be mailed to some other address, then directed to such stockholder at such other address. Such further notice shall be given as may be required by law.

(b) A written waiver of any notice of any annual or special meeting signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, shall be deemed equivalent to notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders need be specified in a written waiver of notice. Attendance of a stockholder at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) For notice given by electronic transmission to a stockholder to be effective, such stockholder must consent to the Corporation's giving notice by that particular form of electronic transmission. A stockholder may revoke consent to receive notice by electronic transmission by written notice to the Corporation. A stockholder's consent to notice by electronic transmission is automatically revoked if the Corporation is unable to deliver two consecutive electronic transmission notices and such inability becomes known to the Secretary of the Corporation, any Assistant Secretary, the transfer agent or other person responsible for giving notice.

(d) Notices are deemed given (i) if by facsimile, when faxed to a number where the stockholder has consented to receive notice; (ii) if by electronic mail, when mailed electronically to an electronic mail address at which the stockholder has consented to receive such notice; (iii) if by posting on an electronic network (such as a website or chatroom) together with a separate notice to the stockholder of such specific posting, upon the later to occur of (A) such posting or (B) the giving of the separate notice of such posting; or (iv) if by any other form of electronic communication, when directed to the stockholder in the manner consented to by the stockholder.

(e) If a stockholder meeting is to be held by means of remote communication and stockholders will take action at such meeting, the notice of such meeting must: (i) specify the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present and vote at such meeting; and (ii) provide the information required to access the stockholder list. A waiver of notice may be given by electronic transmission.

Section 1.04. Quorum. Except as otherwise required by law or by the Certificate of Incorporation, at each meeting of stockholders the presence in person or by proxy of the holders of record of a majority in voting power of the shares entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business at such meeting. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any subsidiary of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.05. Voting. If, pursuant to Section 5.05 of these By-Laws, a record date has been fixed, every holder of record of shares entitled to vote at a meeting of stockholders shall be entitled to one (1) vote for each share outstanding in his or her name on the books of the Corporation at the close of business on such record date. If no record date has been fixed, then every holder of record of shares entitled to vote at a meeting of stockholders shall be entitled to

one (1) vote for each share of stock standing in his or her name on the books of the Corporation at the close of business on the day next preceding the day on which notice of the meeting is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. Except as otherwise required by law, the Certificate of Incorporation or these By-Laws, directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at a meeting and voting for nominees in the election of directors, and in all other matters, the affirmative vote of the majority of shares present in person or represented by proxy at a meeting and voting on the subject matter shall be the act of the stockholders.

Section 1.06. Voting By Ballot. No vote of the stockholders on an election of Directors need be taken by written ballot or by electronic transmission unless otherwise required by law. Any vote not required to be taken by ballot or by electronic transmission may be conducted in any manner approved by the Board of Directors prior to the meeting at which such vote is taken.

Section 1.07. Adjournment. If a quorum is not present at any meeting of the stockholders, the stockholders present in person or by proxy shall have the power to adjourn any such meeting from time to time until a quorum is present. Notice of any adjourned meeting of the stockholders of the Corporation need not be given if the place, if any, date and hour thereof are announced at the meeting at which the adjournment is taken, provided, however, that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is fixed pursuant to Section 5.05 of these By-Laws, a notice of the adjourned meeting, conforming to the requirements of Section 1.03 hereof, shall be given to each stockholder of record entitled to vote at such meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted on the original date of the meeting.

Section 1.08. Proxies. Any stockholder entitled to vote at any meeting of the stockholders may authorize another person or persons to vote at any such meeting and express such vote on behalf of him or her by proxy. A stockholder may authorize a valid proxy by executing a written instrument signed by such stockholder, or by causing his or her signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature, or by transmitting or authorizing the transmission of a telegram, cablegram or other means of electronic transmission to the person designated as the holder of the proxy, a proxy solicitation firm or a like authorized agent. No such proxy shall be voted or acted upon after the expiration of three (3) years from the date of such proxy, unless such proxy provides for a longer period. Every proxy shall be revocable at the pleasure of the stockholder executing it, except in those cases where applicable law provides that a proxy shall be irrevocable. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary of the Corporation either an instrument in writing revoking the proxy or another duly executed proxy bearing a later date. Proxies by telegram, cablegram or other electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram or other electronic transmission was authorized by the stockholder. Any copy, facsimile telecommunication or other reliable reproduction of a writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 1.09. Organization; Procedure. At every meeting of stockholders the presiding officer shall be the Chairman of the Board or, in the event of his or her absence or disability, a presiding officer chosen by the Board of Directors. The Secretary of the Corporation, or in the event of his or her absence or disability, an Assistant Secretary, if any, or if there be no Assistant Secretary, in the absence of the Secretary of the Corporation, an appointee of the presiding officer, shall act as Secretary of the meeting. The order of business and all other matters of procedure at every meeting of stockholders may be determined by such presiding officer.

Section 1.10. Notice Of Stockholder Business And Nominations.

(a) Annual Meetings Of Stockholders.

- (i) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders (A) by or at the direction of the Board of Directors or the Chairman of the Board, or (B) by any stockholder of the Corporation who is entitled to vote at the meeting, who complies with the notice procedures set forth in clauses (ii) and (iii) of this paragraph and who was a stockholder of record at the time such notice is delivered to the Secretary of the Corporation.
- (ii) For nominations or other business to be properly brought before an annual meeting by a stockholder, pursuant to clause (B) of paragraph (a) (i) of this Section 1.10, the stockholder must have given timely notice thereof in writing or by electronic transmission to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not fewer than ninety (90) days nor more than one hundred twenty (120) days prior to the first anniversary of the preceding year's annual meeting; PROVIDED, that if the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than one hundred twenty (120) days prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. In no event shall the adjournment of an annual meeting commence a new time period for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth (A) as to each person whom the stockholder proposes to nominate for election or reelection as a Director all information relating to such person that is required to be disclosed in solicitations of proxies for election of Directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 14a-11

thereunder, or any successor provisions, including such person's written consent to being named in the proxy statement as a nominee and to serving as a Director if elected; (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and of any beneficial owner on whose behalf the proposal is made; and (C) as to the stockholder giving the notice and any beneficial owner on whose behalf the nomination or proposal is made (1) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner and (2) the class and number of shares of the Corporation which are owned of record by such stockholder and beneficially by such beneficial owner.

- (iii) Notwithstanding anything in the second sentence of paragraph (a)(ii) of this Section 1.10 to the contrary, in the event that the number of Directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement naming all of the nominees for Director or specifying the size of the increased Board of Directors made by the Corporation at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice under this paragraph shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(b) Special Meetings Of Stockholders. Only such business as shall have been brought before the special meeting of the stockholders pursuant to the Corporation's notice of meeting pursuant to Section 1.03 of these By-Laws shall be conducted at such meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which Directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board of Directors or (2) by any stockholder of the Corporation who is entitled to vote at the meeting, who complies with the notice procedures set forth in this Section 1.10 and who is a stockholder of record at the time such notice is delivered to the Secretary of the Corporation. Nominations by stockholders of persons for election to the Board of Directors may be made at such special meeting of stockholders if the stockholder's notice as required by paragraph (a)(ii) of this Section 1.10 shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not earlier than the one hundred and twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the adjournment of a special meeting commence a new time period for the giving of a stockholder's notice as described above.

(c) General.

- (i) Only persons who are nominated in accordance with the procedures set forth in this Section 1.10 shall be eligible to serve as Directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.10. Except as otherwise provided by law, the Certificate of Incorporation or these By-Laws, the Chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made in accordance with the procedures set forth in this Section 1.10 and, if any proposed nomination or business is not in compliance with this Section 1.10, to declare that such defective proposal or nomination shall be disregarded.
- (ii) For purposes of this Section 1.10, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14, or 15(d) of the Exchange Act.
- (iii) Notwithstanding the foregoing provisions of this Section 1.10, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 1.10. Nothing in this Section 1.10 shall be deemed to affect any rights (A) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act, or (B) of the holders of any series of Preferred Stock, if any, to elect Directors if so provided under any applicable Preferred Stock Certificate of Designations (as defined in the Certificate of Incorporation).

Section 1.11. Inspectors Of Elections. Preceding any meeting of the stockholders, the Board of Directors shall appoint one (1) or more persons to act as Inspectors of Elections, and may designate one (1) or more alternate inspectors. In the event no inspector or alternate is able to act, the person presiding at the meeting shall appoint one (1) or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of the duties of an inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector shall:

- (a) ascertain the number of shares outstanding and the voting power of each;
- (b) determine the shares represented at a meeting and the validity of proxies and ballots;
- (c) specify the information relied upon to determine the validity of electronic transmissions in accordance with Section 1.08 hereof;

- (d) count all votes and ballots;
- (e) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors;
- (f) certify his or her determination of the number of shares represented at the meeting, and his or her count of all votes and ballots;
- (g) appoint or retain other persons or entities to assist in the performance of the duties of inspector; and

(h) when determining the shares represented and the validity of proxies and ballots, be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in accordance with Section 1.08 of these By-Laws, ballots and the regular books and records of the Corporation. The inspector may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers or their nominees or a similar person which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspector considers other reliable information as outlined in this section, the inspector, at the time of his or her certification pursuant to paragraph (f) of this section, shall specify the precise information considered, the person or persons from whom the information was obtained, when this information was obtained, the means by which the information was obtained, and the basis for the inspector's belief that such information is accurate and reliable.

Section 1.12. Opening And Closing Of Polls. The date and time for the opening and the closing of the polls for each matter to be voted upon at a stockholder meeting shall be announced at the meeting. The inspector shall be prohibited from accepting any ballots, proxies or votes or any revocations thereof or changes thereto after the closing of the polls, unless the Delaware Court of Chancery upon application by a stockholder shall determine otherwise.

Section 1.13. No Stockholder Action By Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of the stockholders of the Corporation, and the ability of the stockholders to consent in writing to the taking of any action is specifically denied.

Article II

Board Of Directors

Section 2.01. General Powers. Except as may otherwise be provided by law, the Certificate of Incorporation or these By-Laws, the property, affairs and business of the Corporation shall be managed by or under the direction of the Board of Directors and the Board of Directors may exercise all the powers of the Corporation.

Section 2.02. Number Of Directors. Subject to the rights of the holders of any class or series of Preferred Stock, if any, the number of Directors shall be fixed from time to time exclusively pursuant to a resolution adopted by a majority of the entire Board of Directors; provided, however, that the Board of Directors shall at no time consist of fewer than three (3) Directors.

Section 2.03. Classified Board Of Directors; Election Of Directors. The Directors of the Corporation, subject to the rights of the holders of shares of any class or series of Preferred Stock, shall be classified with respect to the time for which they severally hold office, into three (3) classes, as nearly equal in number as possible, one class ("Class I") whose initial term expires at the 2006 annual meeting of stockholders, another class ("Class II") whose initial term expires at the 2007 annual meeting of stockholders, and another class ("Class III") whose initial term expires at the 2008 annual meeting of stockholders, with each class to hold office until its successors are elected and qualified. Except as otherwise provided in Sections 2.12 and 2.13 of these By-Laws, at each annual meeting of stockholders of the Corporation, and subject to the rights of the holders of shares of any class or series of Preferred Stock, the successors of the class of Directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election.

Section 2.04. The Chairman Of The Board. The Directors shall elect from among the members of the Board a "Chairman of the Board". The Chairman of the Board shall be deemed an officer of the Corporation and shall have such duties and powers as set forth in these By-Laws or as shall otherwise be conferred upon the Chairman of the Board from time to time by the Board of Directors. The Chairman of the Board may be the Chief Executive Officer of the Corporation. The Chairman of the Board shall, if present, preside over all meetings of the Stockholders and of the Board of Directors. The Board of Directors shall by resolution establish a procedure to provide for an acting Chairman of the Board in the event the most recently elected Chairman of the Board is unable to serve or act in that capacity.

Section 2.05. Annual And Regular Meetings. The annual meeting of the Board of Directors for the purpose of electing officers and for the transaction of such other business as may come before the meeting shall be held after the annual meeting of the stockholders and may be held at such places within or without the State of Delaware and at such times as the Board may from time to time determine, and if so determined notice thereof need not be given. Notice of such annual meeting of the Board of Directors need not be given. The Board of Directors from time to time may by resolution provide for the holding of regular meetings and fix the place (which may be within or without the State of Delaware) and the date and hour of such meetings. Notice of regular meetings need not be given, provided, however, that if the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be mailed promptly, or sent by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail or other electronic means, to each Director who shall not have been present at the meeting at which such action was taken, addressed to him or her at his or her usual place of business, or shall be delivered to him or her personally. Notice of such action need not be given to any Director who attends the first regular meeting after such action is taken without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any Director who submits a signed waiver of notice, whether before or after such meeting.

Section 2.06. Special Meetings; Notice. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board, Chief Executive Officer (or, in the

event of his or her absence or disability, by the President or any Executive Vice President), or by the Board of Directors pursuant to the following sentence, at such place (within or without the State of Delaware), date and hour as may be specified in the respective notices or waivers of notice of such meetings. Special meetings of the Board of Directors also may be held whenever called pursuant to a resolution approved by a majority of the entire Board of Directors. Special meetings of the Board of Directors may be called on twenty-four (24) hours' notice, if notice is given to each Director personally or by telephone, including a voice messaging system, or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail or other electronic means, or on five (5) days' notice, if notice is mailed to each Director, addressed to him or her at his or her usual place of business or to such other address as any Director may request by notice to the Secretary. Notice of any special meeting need not be given to any Director who attends such meeting without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any Director who submits a signed waiver of notice, whether before or after such meeting, and any business may be transacted thereat.

Section 2.07. Quorum; Voting. At all meetings of the Board of Directors, the presence of at least a majority of the total authorized number of Directors shall constitute a quorum for the transaction of business. Except as otherwise required by law, the vote of at least a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.08. Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting of the Board of Directors to another time or place. No notice need be given of any adjourned meeting unless the time and place of the adjourned meeting are not announced at the time of adjournment, in which case notice conforming to the requirements of Section 2.05 of these By-Laws shall be given to each Director.

Section 2.09. Action Without A Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by electronic transmission, and such writing, writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.10. Regulations; Manner Of Acting. To the extent consistent with applicable law, the Certificate of Incorporation and these By-Laws, the Board of Directors may adopt by resolution such rules and regulations for the conduct of meetings of the Board of Directors and for the management of the property, affairs and business of the Corporation as the Board of Directors may deem appropriate. The Directors shall act only as a Board of Directors and the individual Directors shall have no power in their individual capacities unless expressly authorized by the Board of Directors.

Section 2.11. Action By Telephonic Communications. Members of the Board of Directors may participate in a meeting of the Board of Directors by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 2.12. Resignations. Any Director may resign at any time by submitting an electronic transmission or by delivering a written notice of resignation, signed by such Director, to the Chairman of the Board or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 2.13. Removal Of Directors. Subject to the rights of the holders of any class or series of Preferred Stock, if any, to elect additional Directors under specified circumstances, any Director may be removed at any time, but only for cause, upon the affirmative vote of the holders of a majority of the combined voting power of the then outstanding stock of the Corporation entitled to vote generally in the election of Directors. Any vacancy in the Board of Directors caused by any such removal may be filled at a meeting duly called by the stockholders entitled to vote for the election of the Director so removed. If such stockholders do not fill such vacancy at such meeting, such vacancy may be filled in the manner provided in Section 2.14 of these By-Laws.

Section 2.14. Vacancies And Newly Created Directorships. Subject to the rights of the holders of any class or series of Preferred Stock, if any, to elect additional Directors under specified circumstances, and except as provided in Section 2.13, if any vacancies shall occur in the Board of Directors, by reason of death, resignation, removal or otherwise, or if the authorized number of Directors shall be increased, the Directors then in office shall continue to act, and such vacancies and newly created Directorships may be filled by a majority of the Directors then in office, although less than a quorum. Any Director filling a vacancy shall be of the same class as that of the Director whose death, resignation, removal or other event caused the vacancy, and any Director filling a newly created Directorship shall be of the class specified by the Board of Directors at the time the newly created Directorships were created. A Director elected to fill a vacancy or a newly created Directorship shall hold office until his or her successor has been elected and qualified or until his or her earlier death, resignation or removal.

Section 2.15. Compensation. The amount, if any, which each Director shall be entitled to receive as compensation for such Director's services as such shall be fixed from time to time by resolution of the Board of Directors or any committee thereof.

Section 2.16. Reliance On Accounts And Reports, Etc. A Director, or a member of any committee designated by the Board of Directors shall, in the performance of such Director's or member's duties, be fully protected in relying in good faith upon the records of the Corporation and upon information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees designated by the Board of Directors, or by any other person as to the matters the Director or the member reasonably believes are within such other person's professional or expert competence and who the Director or member reasonably believes or determines has been selected with reasonable care by or on behalf of the Corporation.

Article III

Committees

Section 3.01. Committees. The Board of Directors, by resolution adopted by the affirmative vote of a majority of Directors then in office, may designate from among its members one (1) or more committees of the Board of Directors, each committee to consist of such number of Directors as from time to time may be fixed by the Board of Directors. Any such committee shall serve at the pleasure of the Board of Directors. Each such committee shall have the powers and duties delegated to it by the Board of Directors, subject to the limitations set forth in applicable Delaware law. The Board of Directors may appoint a Chairman of any committee, who shall preside at meetings of any such committee. The Board of Directors may elect one or more of its members as alternate members of any such committee who may take the place of any absent member or members at any meeting of such committee, upon request of the Chairman of the Board or the Chairman of such committee.

Section 3.02. Powers. Each committee shall have and may exercise such powers of the Board of Directors as may be provided by resolution or resolutions of the Board of Directors. No committee shall have the power or authority: to approve or adopt, or recommend to the stockholders, any action or matter expressly required by the Delaware General Corporation Law to be submitted to the stockholders for approval; or to adopt, amend or repeal the By-Laws of the Corporation.

Section 3.03. Proceedings. Each committee may fix its own rules of procedure and may meet at such place (within or without the State of Delaware), at such time and upon such notice, if any, as it shall determine from time to time. Each committee shall keep minutes of its proceedings and shall report such proceedings to the Board of Directors at the meeting of the Board of Directors next following any such proceedings.

Section 3.04. Quorum and Manner of Acting. Except as may be otherwise provided in the resolution creating such committee or in the rules of such committee, at all meetings of any committee, the presence of members (or alternate members) constituting a majority of the total authorized membership of such committee shall constitute a quorum for the transaction of business. The act of the majority of the members present at any meeting at which a quorum is present shall be the act of such committee. Any action required or permitted to be taken at any meeting of any committee may be taken without a meeting, if all members of such committee shall consent to such action in writing or by electronic transmission and such writing, writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. The members of any committee shall act only as a committee, and the individual members of such committee shall have no power in their individual capacities unless expressly authorized by the Board of Directors.

Section 3.05. Action by Telephonic Communications. Unless otherwise provided by the Board of Directors, members of any committee may participate in a meeting of such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 3.06. Absent or Disqualified Members. In the absence or disqualification of a member of any committee, if no alternate member is present to act in his or her stead, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Section 3.07. Resignations. Any member (and any alternate member) of any committee may resign at any time by delivering a written notice of resignation, signed by such member, to the Board of Directors or the Chairman of the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 3.08. Removal. Any member (and any alternate member) of any committee may be removed at any time, either for or without cause, by resolution adopted by a majority of the Board of Directors.

Section 3.09. Vacancies. If any vacancy shall occur in any committee, by reason of disqualification, death, resignation, removal or otherwise, the remaining members (and any alternate members) shall continue to act, and any such vacancy may be filled by the Board of Directors.

Article IV

Officers

Section 4.01. Chief Executive Officer. The Board of Directors shall select a Chief Executive Officer to serve at the pleasure of the Board of Directors who shall (a) supervise the implementation of policies adopted or approved by the Board of Directors, (b) exercise a general supervision and superintendence over all the business and affairs of the Corporation, and (c) possess such other powers and perform such other duties as may be assigned to him or her by these By-Laws, as may from time to time be assigned by the Board of Directors and as may be incident to the office of Chief Executive Officer.

Section 4.02. Secretary Of The Corporation. The Board of Directors shall appoint a Secretary of the Corporation to serve at the pleasure of the Board of Directors. The Secretary of the Corporation shall (a) keep minutes of all meetings of the stockholders and of the Board of Directors, (b) authenticate records of the Corporation and (c) in general, have such powers and perform such other duties as may be assigned to him or her by these By-Laws, as may from time to time be assigned to him or her by the Board of Directors or the Chief Executive Officer and as may be incident to the office of Secretary of the Corporation.

Section 4.03. Other Officers Elected By Board Of Directors. At any meeting of the Board of Directors, the Board of Directors may elect a President, Vice Presidents, a Chief Financial Officer, a Treasurer, Assistant Treasurers, Assistant Secretaries, or such other officers of the Corporation as the Board of Directors may deem necessary, to serve at the pleasure of the Board of Directors. Other officers elected by the Board of Directors shall have such powers and perform such duties as may be assigned to such officers by or pursuant to authorization of the Board of Directors or by the Chief Executive Officer.

Section 4.04. Other Officers. The Board of Directors may authorize the Corporation to elect or appoint other officers, including Vice Presidents, Assistant Treasurers, Assistant Secretaries and other officers of the Corporation, each of whom shall serve at the pleasure of the Corporation. Officers elected or appointed by the Corporation shall have such powers and perform such duties as may be assigned to them by the Corporation.

Section 4.05. Removal And Resignation; Vacancies. Any officer may be removed for or without cause at any time by the Board of Directors. Any officer may resign at any time by delivering a written notice of resignation, signed by such officer, to the Board of Directors, the Chief Executive Officer or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, shall be filled by or pursuant to authorization of the Board of Directors.

Section 4.06. Authority And Duties Of Officers. The officers of the Corporation shall have such authority and shall exercise such powers and perform such duties as may be specified in these By-Laws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

Article V

Capital Stock

Section 5.01. Certificates Of Stock, Uncertificated Shares. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the stock of the Corporation shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until each such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock in the Corporation represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of, the Corporation, by the Chairman of the Board, the Chief Executive Officer or the President, and by the Chief Financial Officer, the Treasurer or an Assistant Treasurer, or the Secretary of the Corporation or an Assistant Secretary, representing the number of shares registered in certificate form. Such certificate shall be in such form as the Board of Directors may determine, to the extent consistent with applicable law, the Certificate of Incorporation and these By-Laws.

Section 5.02. Signatures; Facsimile. All signatures on the certificate referred to in Section 5.01 of these By-Laws may be in facsimile, engraved or printed form, to the extent permitted by law. In case any officer, transfer agent or registrar who has signed, or whose facsimile, engraved or printed signature has been placed upon a certificate, shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.03. Lost, Stolen Or Destroyed Certificates. The Board of Directors may direct that a new certificate be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon delivery to the Corporation of an affidavit of the owner or owners of such certificate, setting forth such allegation. The Corporation may require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

Section 5.04. Transfer Of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares, duly endorsed or accompanied by appropriate evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Within a reasonable time after the transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to the laws of the General Corporation Law of the State of Delaware. Subject to the provisions of the Certificate of Incorporation and these By-Laws, the Board of Directors may prescribe such additional rules and regulations as it may deem appropriate relating to the issue, transfer and registration of shares of the Corporation.

Section 5.05. Record Date. In order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted by the Board of Directors, and which shall not be more than sixty (60) nor fewer than ten (10) days before the date of such meeting. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights of the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5.06. Registered Stockholders. Prior to due surrender of a certificate for registration of transfer, the Corporation may treat the registered owner as the person exclusively entitled to receive dividends and other distributions, to vote, to receive notice and otherwise to exercise all the rights and powers of the owner of the shares represented by such certificate, and the Corporation shall not be bound to recognize any equitable or legal claim to or interest in such shares on the part of any other person, whether or not the Corporation shall have notice of such claim or interests. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented to the Corporation for transfer or uncertificated shares are requested to be transferred, both the transferor and transferee request the Corporation to do so.

Section 5.07. Transfer Agent And Registrar. The Board of Directors may appoint one (1) or more transfer agents and one (1) or more registrars, and may require all certificates representing shares to bear the signature of any such transfer agents or registrars.

Article VI

Indemnification

Section 6.01. Nature Of Indemnity. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (a "Proceeding"), whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was or has agreed to become a Director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a Director or officer, of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, and may indemnify any person who was or is a party or is threatened to be made a party to such a Proceeding by reason of the fact that he or she is or was or has agreed to become an employee or agent of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with such Proceeding and any appeal therefrom, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful; except that in the case of a Proceeding by or in the right of the Corporation to procure a judgment in its favor (1) such indemnification shall be limited to expenses (including attorneys' fees) actually and reasonably incurred by such person in the defense or settlement of such Proceeding, and (2) no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper. Notwithstanding the foregoing, but subject to Section 6.05 of these By-Laws, the Corporation shall not be obligated to indemnify a Director or officer of the Corporation in respect of a Proceeding (or part thereof) instituted by such Director or officer, unless such Proceeding (or part thereof) has been authorized by the Board of Directors. The termination of any Proceeding by judgment, order settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal Proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 6.02. Successful Defense. To the extent that a present or former Director or officer of the Corporation has been successful on the merits or otherwise in defense of any Proceeding referred to in Section 6.01 hereof or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 6.03. Determination That Indemnification Is Proper. Any indemnification of a present or former Director or officer of the Corporation under Section 6.01 hereof (unless ordered by a court) shall be made by the Corporation unless a determination is made that indemnification of the present or former Director or officer is not proper in the circumstances because he or she has not met the applicable standard of conduct set forth in Section 6.01 hereof. Any indemnification of a present or former employee or agent of the Corporation under Section 6.01 hereof (unless ordered by a court) may be made by the Corporation upon a determination that indemnification of the present or former employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.01 hereof. Any such determination shall be made, with respect to a person who is a Director or officer at the time of such determination, (1) by a majority vote of the Directors who are not parties to such Proceeding, even though less than a quorum, or (2) by a committee of such Directors designated by majority vote of such Directors, even though less than a quorum, or (3) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

Section 6.04. Advance Payment Of Expenses. Expenses (including attorneys' fees) incurred by a Director or officer in defending any civil, criminal, administrative or investigative Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article. Such expenses (including attorneys' fees) incurred by former Directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate. The Board of Directors may authorize the Corporation's counsel to represent such Director, officer, employee or agent in any Proceeding, whether or not the Corporation is a party to such Proceeding.

Section 6.05. Procedure For Indemnification Of Directors And Officers. Any indemnification of a Director or officer of the Corporation under Sections 6.01 and 6.02, or advance of costs, charges and expenses to a Director or officer under Section 6.04 of these By-Laws, shall be made promptly, and in any event within thirty (30) days, upon the written request of the Director or officer. If a determination by the Corporation that the Director or officer is entitled to indemnification pursuant to this Article VI is required, and the Corporation fails to respond within thirty (30) days to a written request for indemnity, the Corporation shall be deemed to have approved such request. If the Corporation denies a written request for indemnity or advancement of expenses, in whole or in part, or if payment in full pursuant to such request is not made within thirty (30) days, the right to indemnification or advances as granted by this Article VI shall be enforceable by the Director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such Proceeding shall also be indemnified by the Corporation. It shall be a defense to any such Proceeding (other than an action brought to enforce a claim for the advance of costs, charges and expenses under Section 6.04 of these By-Laws where the required undertaking, if any, has been received by the Corporation) that the claimant has not met the standard of conduct set forth in Section 6.01 of these By-Laws, but the

burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, its independent legal counsel, and its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.01 of these By-Laws, nor the fact that there has been an actual determination by the Corporation (including its Board of Directors, its independent legal counsel, and its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 6.06. Survival; Preservation Of Other Rights. The foregoing indemnification provisions shall be deemed to be a contract between the Corporation and each Director, officer, employee and agent who serves in any such capacity at any time while these provisions as well as the relevant provisions of the Delaware General Corporation Law are in effect and any repeal or modification thereof shall not affect any right or obligation then existing with respect to any state of facts then or previously existing or any Proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a "contract right" may not be modified retroactively without the consent of such Director, officer, employee or agent. The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of stockholders or disinterested Directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 6.07. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was or has agreed to become a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director or officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person or on such person's behalf in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VI.

Section 6.08. Severability. If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Director or officer and may indemnify each employee or agent of the Corporation as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to a Proceeding, whether civil, criminal, administrative or investigative, including a Proceeding by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article VI that shall not have been invalidated and to the fullest extent permitted by applicable law.

Article VII

Offices

Section 7.01. Initial Registered Office. The registered office of the Corporation in the State of Delaware shall be located at Corporation Trust Center, 1209 N. Orange Street in the City of Wilmington, County of New Castle.

Section 7.02. Other Offices. The Corporation may maintain offices or places of business at such other locations within or without the State of Delaware as the Board of Directors may from time to time determine or as the business of the Corporation may require.

Article VIII

General Provisions

Section 8.01. Dividends. Subject to any applicable provisions of law and the Certificate of Incorporation, dividends upon the shares of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors and any such dividend may be paid in cash, property, or shares of the Corporation's capital stock. A member of the Board of Directors, or a member of any committee designated by the Board of Directors shall be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors, or by any other person as to matters the Director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation, as to the value and amount of the assets, liabilities and/or net profits of the Corporation, or any other facts pertinent to the existence and amount of surplus or other funds from which dividends might properly be declared and paid.

Section 8.02. Execution Of Instruments. The Board of Directors may authorize, or provide for the authorization of, officers, employees or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Any such authorization must be in writing or by electronic transmission and may be general or limited to specific contracts or instruments.

Section 8.03. Voting As Stockholder. Unless otherwise determined by resolution of the Board of Directors, the Chief Executive Officer, the President, any Executive Vice President or any Senior Vice President shall have full power and authority on behalf of the Corporation to attend any meeting of stockholders of any corporation in which the Corporation may hold stock, and to act, vote (or execute proxies to vote) and exercise in person or by proxy all other rights, powers and privileges incident to the ownership of such stock. Such officers acting on behalf of the Corporation shall have full power and authority to execute any instrument expressing consent to or dissent from any action of any such corporation without a meeting. The Board of Directors may by resolution from time to time confer such power and authority upon any other person or persons.

Section 8.04 Corporate Seal. The corporate seal shall be in such form as the Board of Directors shall prescribe.

Section 8.05 Fiscal Year. The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors.

Article IX

Amendment Of By-Laws

Subject to the provisions of the Certificate of Incorporation, these By-Laws may be amended, altered or repealed by resolution adopted by a majority of the Board of Directors at any special or regular meeting of the Board of Directors if, in the case of such special meeting only, notice of such amendment, alteration or repeal is contained in the notice or waiver of notice of such meeting or at any regular or special meeting of the stockholders upon the affirmative vote of the holders of two-thirds (2/3) or more of the combined voting power of the outstanding shares of the Corporation entitled to vote generally in the election of Directors if, in the case of such special meeting only, notice of such amendment, alteration or repeal is contained in the notice or waiver of notice of such meeting.

Article X

Construction

In the event of any conflict between the provisions of these By-Laws as in effect from time to time and the provisions of the Certificate of Incorporation of the Corporation as in effect from time to time, the provisions of such Certificate of Incorporation shall be controlling.

AMENDMENT NO. 1 TO
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

AMENDMENT NO. 1 TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (“Amendment No. 1”), dated as of October 10, 2005, by and among J. Crew Operating Corp., a Delaware corporation (“Operating”), J. Crew Inc., a New Jersey corporation (“J. Crew”), Grace Holmes, Inc., a Delaware corporation doing business as J. Crew Retail (“Retail”), H.F.D. No. 55, Inc., a Delaware corporation doing business as J. Crew Factory (“Factory”, and together with J. Crew, Retail and Operating, each individually a “Borrower” and collectively, “Borrowers”), J. Crew Group, Inc., a New York corporation (“Parent”), J. Crew International, Inc. (“JCI”), and J. Crew Intermediate LLC, a Delaware limited liability company (“Intermediate”, and together with Parent and JCI, each individually a “Guarantor” and collectively, “Guarantors”), the parties from time to time to the Loan Agreement (as hereinafter defined) as lenders (each individually, a “Lender” and collectively, “Lenders”) and Wachovia Bank, National Association, successor by merger to Congress Financial Corporation, a national banking association, in its capacity as administrative agent and collateral agent for Lenders pursuant to the Loan Agreement (in such capacity, “Agent”).

W I T N E S S E T H :

WHEREAS, Agent, Lenders, Borrowers and Guarantors have entered into financing arrangements pursuant to which Agent and Lenders have made and may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Amended and Restated Loan and Security Agreement, dated December 23, 2004, by and among Agent, Lenders, Borrowers and Guarantors (as the same is amended and supplemented hereby and may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the “Loan Agreement”) and the agreements, documents and instruments at any time executed and/or delivered in connection therewith or related thereto (collectively, together with the Loan Agreement, the “Financing Agreements”);

WHEREAS, Parent has formed or intends to form J. Crew Group, Inc., a Delaware corporation, as a new wholly-owned subsidiary of Parent (“J. Crew Delaware” as hereinafter further defined), and Parent intends to merge with and into J. Crew Delaware, with J. Crew Delaware as the surviving corporation and Intermediate intends to merge with and into J. Crew Delaware, with J. Crew Delaware as the surviving corporation;

WHEREAS, in connection with the transactions described above, Borrowers and Guarantors have requested that Agent and Lenders consent thereto and agree to certain amendments to the Financing Agreements; and

WHEREAS, Agent and Lenders are willing to so consent and agree to such amendments to the extent, and subject to, the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual conditions and agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions.

1.1 Additional Definitions. As used herein, the following terms shall have the respective meanings given to them below and the Loan Agreement shall be deemed and is hereby amended to include, in addition and not in limitation of, each of the following definitions:

(a) "Amendment No. 1" shall mean this Amendment No. 1 to Amended and Restated Loan and Security Agreement by and among Agent, Lenders, Borrowers and Guarantors, as the same now exists and may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced.

(b) "Intermediate Merger" shall mean the merger by Intermediate with and into J. Crew Delaware, with J. Crew Delaware as the surviving corporation, pursuant to the Intermediate Merger Documents.

(c) "Intermediate Merger Documents" shall mean, collectively, the Agreement of Merger, dated on or before the Intermediate Merger Effective Time, by and between Intermediate and J. Crew Delaware, the Certificate of Merger evidencing the Intermediate Merger and all other agreements, documents and instruments executed, delivered and/or filed in connection therewith or related thereto.

(d) "Intermediate Merger Effective Time" shall mean the date on which the transactions contemplated by the Intermediate Merger Documents have been consummated and the Intermediate Merger is effective under the laws of the applicable States.

(e) "J. Crew Delaware" shall mean J. Crew Group, Inc., a Delaware corporation, and its successors and assigns, including as the surviving corporation of the Mergers.

(f) "Mergers" shall mean, collectively, the Intermediate Merger and the Parent Merger.

(g) "Merger Documents" shall mean, collectively, the Intermediate Merger Documents and the Parent Merger Documents.

(h) "Parent Merger" shall mean the merger by Parent with and into J. Crew Delaware, with J. Crew Delaware as the surviving corporation, pursuant to the Parent Merger Documents.

(i) "Parent Merger Documents" shall mean, collectively, the Agreement of Merger, dated on or before the Parent Merger Effective Time, by and between Parent and J. Crew Delaware, the Certificate of Merger evidencing the Parent Merger and all other agreements, documents and instruments executed, delivered and/or filed in connection therewith or related thereto.

(j) "Parent Merger Effective Time" shall mean the date on which the transactions contemplated by the Parent Merger Documents have been consummated and the Parent Merger is effective under the laws of the applicable States.

1.2 Amendment to Definitions.

(a) All references to the term "Agreement" in the Loan Agreement and the other Financing Agreements shall be deemed and each such reference is hereby amended to mean the Loan Agreement as such term is defined herein.

(b) As of the Parent Merger Effective Time, all references to the term "Guarantor" in the Loan Agreement and the other Financing Agreements shall be deemed and each such reference is hereby amended to include, in addition, and not in limitation, J. Crew Delaware as such term is defined herein.

(c) As of the Intermediate Merger Effective Time, all references to the term "Intermediate" in the Loan Agreement and the other Financing Agreements shall be deemed and each such reference is hereby deleted in its entirety.

(d) As of the Parent Merger Effective Time, all references to the term "Parent" in the Loan Agreement and the other Financing Agreements shall be deemed and each such reference is hereby amended to mean J. Crew Delaware as such term is defined herein on and after the Mergers.

(e) As of the date hereof, all references to the term "Financing Agreements" in the Loan Agreement and the other Financing Agreements shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, this Amendment No. 1, and all other agreements documents and instruments at any time executed and/or delivered by any Borrower or Guarantor with, to or in favor of Agent, any Lender or any other person in connection with the Obligations.

1.3 Interpretation. For purposes of this Amendment No. 1, all terms used herein, including those terms used or defined in the recitals hereto, shall have the respective meanings assigned thereto in the Loan Agreement.

Section 2. Consents. Subject to the terms and conditions contained herein, Agent and Lenders hereby consent to the following:

2.1 the formation by Parent of J. Crew Delaware; and

2.2 the Mergers.

Section 3. Additional Representations, Warranties and Covenants. In addition to the continuing representations, warranties and covenants heretofore or hereafter made by Borrowers and Guarantors to Agent and Lenders pursuant to the other Financing Agreements, each of Borrowers and Guarantors, jointly and severally, hereby represents, warrants and covenants with and to Agent and Lenders as follows (which representations, warranties and covenants are continuing and shall survive the execution and delivery hereof and shall be incorporated into and made a part of the Financing Agreements):

3.1 Due Execution; Non-Contravention. As of the date hereof, this Amendment No. 1 has been duly executed and delivered by all necessary action on the part of Borrowers and Guarantors and, if necessary, their respective stockholders, and is in full force and effect as of the date hereof and the agreements and obligations of Borrowers and Guarantors contained herein constitute legal, valid and binding obligations of Borrowers and Guarantors enforceable against Borrowers and Guarantors in accordance with their respective terms.

3.2 Mergers. As of the Parent Merger Effective Time as to the Parent Merger and as of the Intermediate Merger Effective Time as to the Intermediate Merger:

(a) The execution, delivery and performance of the Merger Documents and all other agreements in connection with the Mergers (i) are all within each Borrower's and Guarantor's corporate or limited liability company powers, (ii) have been duly authorized and (iii) to Borrowers' and Guarantors' knowledge, are not in contravention of law or the terms of any Borrower's or Guarantor's certificate of incorporation, certificate of formation, by-laws, membership agreement or other organizational documentation, or any indenture, agreement or undertaking to which any Borrower or Guarantor is a party or by which any Borrower or Guarantor or its property are bound.

(b) Each of such Mergers is valid and effective in accordance with the terms of the applicable Merger Documents, and the corporation statutes of the States of New York and Delaware and J. Crew Delaware is the surviving corporation pursuant to the Mergers

(c) All actions and proceedings required by the Merger Documents, applicable law and regulation with respect to the Mergers have been taken and the transactions required thereunder had been duly and validly taken and consummated.

(d) No court of competent jurisdiction has issued any injunction, restraining order or other order which prohibits consummation of the transactions described in the Merger Documents and no governmental action or proceeding has been threatened or commenced seeking any injunction, restraining order or other order which seeks to void or otherwise modify the transactions described in the Merger Documents.

(e) Borrowers have delivered, or caused to be delivered, to Agent, true, correct and complete copies of the Merger Documents.

Section 4. As of the Parent Merger Effective Time as to Parent, and as of the Intermediate Merger Effective Time as to Intermediate:

4.1 Continuing Liability. J. Crew Delaware, as the surviving corporation pursuant to the Mergers, shall continue to be directly and primarily liable in all respects for the Obligations of each of Parent and Intermediate arising prior to the Parent Merger Effective Time as to Parent and prior to the Intermediate Merger Effective Time as to Intermediate.

4.2 Continuation of Security Interests. Agent shall continue to have valid and perfected security interests, liens and rights in and to all of the Collateral owned and acquired by J. Crew Delaware from Parent and Intermediate, as the surviving corporation of the Mergers, and all such Collateral, together with all assets and properties owned by J. Crew Delaware after the Mergers of the types and categories constituting Collateral shall be deemed included in the Collateral and such security interests, liens and rights and their perfection and priorities have continued and shall continue in all respects in full force and effect. The security interests and liens of Agent in the Collateral so owned and acquired by J. Crew Delaware shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interest on the Collateral to Agent by Parent and Intermediate under the Loan Agreement and the other Financing Agreements.

4.3 No Adverse Effect on Rights of Agent or Lenders. Without limiting the generality of the foregoing, (a) none of the transactions contemplated by the Merger Documents shall in any way limit, impair or adversely affect the Obligations or any security interests or liens in any assets or properties securing the same, and (b) the security interests, liens and rights of Agent in and to the assets and properties of J. Crew Delaware, as the surviving corporation of the Mergers, have continued and upon and after the consummation of the Mergers shall continue to secure all Obligations of J. Crew Delaware and the predecessor owners of such assets and properties, as the case may be, in addition to all other existing and future Obligations of J. Crew Delaware.

Section 5. Conditions.

5.1 General. Subject to Section 5.2 hereof, the effectiveness of each of the consents and amendments set forth in this Amendment No. 1 shall be subject to the satisfaction of each of the following conditions:

(a) Agent shall have received an original of this Amendment No. 1, duly authorized, executed and delivered by Borrowers and Guarantors;

(b) Agent shall have received all consents of Lenders required for the consents and amendments provided for herein;

(c) Agent shall have received evidence, in form and substance satisfactory to Agent, that Borrowers and Guarantors have obtained all necessary consents and approvals to the execution, delivery and performance of this Amendment No. 1, which are and shall remain in full force and effect;

(d) Agent shall have received (i) a copy of the certificate of incorporation of J. Crew Delaware, and all amendments thereto, certified by the Delaware Secretary of State as of the most recent practicable date certifying that each of the foregoing documents remains in full force and effect and has not been modified or amended, except as described therein, (ii) a copy of the By-Laws of J. Crew Delaware, (iii) a certificate from the Secretary or Assistant Secretary of J. Crew Delaware dated on or about the date hereof certifying that each of the foregoing documents remains in full force and effect and has not been modified or amended, except as described therein, and (iv) certificates of authorization to do business for J. Crew Delaware from the Secretary of State of each of the jurisdictions in which it is conducting business or otherwise required to obtain such authorization under applicable law;

(e) after giving effect to each of the consents and amendments set forth herein, no Default or Event of Default shall exist or have occurred; and

(f) each of the conditions set forth in this Section 5.1 hereof shall have been satisfied on or before October 12, 2005.

5.2 Mergers. The effectiveness of the consents set forth in Section 2.2 shall be subject to the satisfaction of each of the following conditions:

(a) each of the conditions set forth in Section 5.1 hereof shall be satisfied;

(b) Agent shall have received, in form and substance satisfactory to Agent, evidence that the Merger Documents have been duly executed and delivered by and to the appropriate parties thereto and the transactions contemplated under the terms of the Merger Documents have been consummated including evidence that the certificates of merger with respect to each of the Mergers have been filed with the Secretary of State of the State of Delaware and the Secretary of State of State of New York and each of the Mergers is valid and effective in accordance with the terms and provisions of the Merger Documents and the applicable corporation statutes of the State of Delaware and the State of New York;

(c) Agent shall have received the Merger Documents, which shall be in form and substance satisfactory to Agent;

(d) Agent shall have received evidence, in form and substance satisfactory to Agent, that Borrowers and Guarantors have obtained all necessary consents and approvals to the execution, delivery and performance of the Merger Documents, which are and shall remain in full force and effect;

(e) Agent shall have received, in form and substance satisfactory to Agent, evidence that all requisite corporate or limited liability company action and proceedings in

connection with this Amendment No. 1 have been taken and approved, and Agent shall have received all information and copies of all documents, including records of requisite corporate or limited liability company action and proceedings which Agent may have reasonably requested in connection therewith, such documents where requested by Agent or its counsel to be certified by appropriate corporate officers;

(f) Agent shall have received, in form and substance satisfactory to Agent, originals of the stock certificates representing all of the issued and outstanding shares of the Capital Stock of Operating owned by J. Crew Delaware, together with stock powers duly executed in blank with respect thereto;

(g) Agent shall have received, in form and substance satisfactory to Agent, an original joinder agreement providing for, among other things, the assumption by J. Crew Delaware of the Obligations of Parent and Intermediate and the ratification, restatement and confirmation by J. Crew Delaware of the Financing Agreements to which Parent and Intermediate are parties or by which Parent or Intermediate or their respective properties are bound, duly authorized, executed and delivered by J. Crew Delaware and Borrower Agent; and

(h) each of the conditions set forth in this Section 5.2 hereof shall have been satisfied on or before October 14, 2005.

Section 6. Miscellaneous.

6.1 Effect of this Amendment. Except as modified pursuant hereto, no other changes or modifications to the Financing Agreements are intended or implied, and in all other respects, the Financing Agreements are hereby specifically ratified, restated and confirmed by all parties hereto as of effective date hereof. The Loan Agreement and this Amendment No. 1 shall be read and construed as one agreement. To the extent of conflict between the terms of this Amendment and the other Financing Agreements, the terms of this Amendment No. 1 shall control.

6.2 Further Assurances. The parties hereto shall execute and deliver such additional documents and take such additional actions as may be necessary, in the reasonable discretion of Agent, to effectuate the provisions and purposes of this Amendment No. 1.

6.3 Governing Law. The rights and obligations hereunder of each of the parties hereto shall be governed by and interpreted and determined in accordance with the laws of the State of New York without regard to principals of conflicts of law or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York.

6.4 Binding Effect. This Amendment No. 1 shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6.5 Counterparts. This Amendment No. 1 may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same

agreement. In making proof of this Amendment No. 1, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties thereto. This Amendment No. 1 may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Amendment No. 1 by telefacsimile or other electronic means shall have the same force and effect as delivery of an original executed counterpart of this Amendment No. 1. Any party delivering an executed counterpart of this Amendment No. 1 by telefacsimile or other electronic means also shall deliver an original executed counterpart of this Amendment No. 1, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment No. 1 as to such party or any other party.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed and delivered by their authorized officers as of the date and year first above written.

J. CREW OPERATING CORP.

By: /s/ James S. Scully

James S. Scully, EVP & CFO

J. CREW INC.

By: /s/ James S. Scully

James S. Scully, EVP & CFO

GRACE HOLMES, INC. d/b/a J. CREW RETAIL

By: /s/ James S. Scully

James S. Scully, EVP & CFO

H.F.D. NO. 55, INC. d/b/a J. CREW FACTORY

By: /s/ James S. Scully

James S. Scully, EVP & CFO

J. CREW GROUP, INC. (a New York corporation)

By: /s/ James S. Scully

James S. Scully, EVP & CFO

J. CREW INTERNATIONAL, INC.

By: /s/ Nicholas Lamberti

Nicholas Lamberti, VP

J. CREW INTERMEDIATE LLC

By: /s/ James S. Scully

James S. Scully, EVP & CFO

WACHOVIA BANK, NATIONAL
ASSOCIATION, successor by merger to Congress
Financial Corporation, as Agent and as Lender

By: /s/ Jason Searle

Jason Searle, Associate

[Signature Page to Amendment No. 1 to Amended and Restated Loan and Security Agreement]

BANK OF AMERICA N.A.

By: /s/ Christine Hutchinson

Christine Hutchinson, Vice President

[Signature Page to Amendment No. 1 to Amended and Restated Loan and Security Agreement]

By: /s/ Frank Amodio

Frank Amodio, Vice President - Credit

[Signature Page to Amendment No. 1 to Amended and Restated Loan and Security Agreement]

By: /s/ Kim Nguyen

Kim Nguyen, Assistant Vice President

[Signature Page to Amendment No. 1 to Amended and Restated Loan and Security Agreement]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of October 11, 2005 (this "Plan of Merger"), is between J. Crew Group, Inc., a New York corporation ("Merged Corporation"), and J. Crew Group, Inc., a Delaware corporation and wholly-owned subsidiary of Merged Corporation ("Surviving Corporation").

WITNESSETH:

WHEREAS, Merged Corporation is authorized to issue a total of 110,000,000 shares of capital stock, consisting of 100,000,000 shares of common stock, par value \$.01 per share (the "Merged Corporation Common Stock"), and of 10,000,000 shares of preferred stock, par value \$.01 per share (the "Merged Corporation Preferred Stock," and together with the Common Stock, the "Merged Corporation Stock"), of which, as of the date hereof, 12,830,833.304 shares of Common Stock are issued and outstanding and 125,300.004 shares of Preferred Stock are issued or outstanding; and

WHEREAS, Surviving Corporation is authorized to issue a total of 220,000,000 shares of capital stock, consisting of 200,000,000 shares of common stock, par value \$.01 per share (the "Surviving Corporation Common Stock"), and of 20,000,000 shares of preferred stock, par value \$.01 per share (the "Surviving Corporation Preferred Stock," and together with the Common Stock, the "Surviving Corporation Stock"), of which, as of the date hereof, zero shares of Common Stock are issued and outstanding and zero shares of Preferred Stock are issued or outstanding; and

WHEREAS, Merged Corporation owns all of the issued and outstanding shares of Surviving Corporation Stock; and

WHEREAS, the stockholders of each of Merged Corporation and Surviving Corporation and the Board of Directors of each of Merged Corporation and Surviving Corporation, respectively, approve and deem it advisable that Merged Corporation and Surviving Corporation, respectively, consummate the Merger (as defined below).

NOW, THEREFORE, in consideration of the mutual agreements contained in this Plan of Merger, the parties to this Plan of Merger hereby agree that Merged Corporation shall be merged (the "Merger") with and into Surviving Corporation in accordance with applicable laws and upon the terms and subject to the conditions set forth as follows:

1. The Merger. At such time agreed between Merged Corporation and Surviving Corporation a certificate of merger evidencing the Merger shall be filed with each of the Office of the Secretary of State of the State of New York pursuant to the New York Business Corporation Law and the Office of the Secretary of State of Delaware pursuant to the Delaware General Corporation Law. The certificate of Merger shall specify that the Merger shall become effective on the date and at the time of filing or at such later date and time as specified therein (the "Effective Time"). At the Effective Time, Merged Corporation shall be merged with and into Surviving Corporation and Surviving Corporation shall continue as the surviving corporation and its name shall remain J. Crew Group, Inc.

2. Certificate of Incorporation and By-laws. The Certificate of Incorporation and By-laws of Surviving Corporation in effect immediately prior to the Effective Time shall be and remain the Certificate of Incorporation and By-laws, respectively, of Surviving Corporation, as the surviving corporation, after the Effective Time, until amended as provided by law.

3. Officers and Directors. From and after the Effective Time and until they shall have resigned or shall have been legally removed or until their respective successors shall have been elected or appointed and qualified, those persons who are the officers and directors of Surviving Corporation immediately prior to the Effective Time shall be the officers and directors of Surviving Corporation.

4. Effect of the Merger.

4.1 All assets, rights, privileges, immunities, powers, franchises and interests of Merged Corporation in and to every type of property (real, personal and mixed) and choses in action, as they exist as of the Effective Time, shall pass and be transferred to and vest in Surviving Corporation, as the surviving corporation, by virtue of the Merger at the Effective Time without any deed, conveyance or other transfer, and all such interests of Surviving Corporation as they exist as of the Effective Time shall remain with Surviving Corporation upon consummation of the Merger. The corporate existence of Surviving Corporation shall continue unaffected and unimpaired upon consummation of the Merger and the separate corporate existence of Merged Corporation shall cease at and as of the Effective Time.

4.2 From and after the Effective Time, Surviving Corporation, as the surviving corporation, shall be responsible and liable for all of the liabilities and obligations of Surviving Corporation and Merged Corporation existing as of the Effective Time. Any claim existing or action or proceeding pending by or against Surviving Corporation or Merged Corporation at the Effective Time may, thereafter, be prosecuted by or against Surviving Corporation, as the surviving corporation, as if the Merger had not taken place or, in connection with any such action or proceeding to which Merged Corporation is a party, Surviving Corporation, as the surviving corporation, may be substituted in place of Merged Corporation. Neither the rights of creditors nor any liens upon the property of either Surviving Corporation or Merged Corporation shall be impaired by reason of the Merger.

5. Effect of Merger on Outstanding Shares.

5.1 *Exchange Ratio.* At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(i) All shares of Surviving Corporation Stock issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall automatically be canceled and retired without any consideration being paid or issued therefore and shall cease to exist.

(ii) Each share of Merged Corporation Common Stock issued and outstanding immediately prior to the Effective Time shall be automatically converted on a share-for-share basis into and represent and become one validly issued, fully paid and non-assessable share of Surviving Corporation Common

Stock and each share of Merged Corporation Preferred Stock issued and outstanding immediately prior to the Effective Time shall be automatically converted on a share-for-share basis into and represent and become one validly issued, fully paid and non-assessable share of Surviving Corporation Preferred Stock. Such Surviving Corporation Common Stock and Surviving Corporation Preferred Stock shall constitute the only outstanding shares of Surviving Corporation Stock. Such shares of Surviving Corporation Stock will be issued on a pro rata basis to the holders of Merged Corporation Stock on surrender of certificates therefor.

5.2 *Exchange of Certificates.* At the Effective Time, each stock certificate representing Merged Corporation Stock will automatically represent an equal amount of Surviving Corporation Stock. At any time on or after the Effective Time of the Merger, each holder of Merged Corporation Stock will be entitled, upon request, and surrender of such certificates, to Surviving Corporation, to receive in exchange therefor one or more new stock certificates evidencing ownership of the same number of full shares of Surviving Corporation Stock as was represented by the certificate or certificates surrendered by such holder representing the Merged Corporation Stock. If any certificate representing shares of Surviving Corporation Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate or other writing so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange shall pay to the Surviving Corporation or its transfer agent any transfer or other taxes required by reason of the issuance of a certificate representing shares of Surviving Corporation Stock in any name other than that of the registered holder of the certificate surrendered, or otherwise required, or shall establish to the satisfaction of the transfer agent that such tax has been paid or is not payable.

5.3 *Lost and Stolen Certificates.* In the event that any stock certificate representing Merged Corporation Stock shall have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming such stock certificate to be lost, stolen, or destroyed, Surviving Corporation shall issue or cause to be issued in exchange for such lost, stolen, or destroyed stock certificate the number of shares of Surviving Corporation Stock into which such shares are converted in the Merger in accordance with this Section 5. When authorizing such issuance in exchange therefor, the Board of Directors of Surviving Corporation may, in its sole discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate to deliver a bond to Surviving Corporation (in such form and amount as the Board of Directors of Surviving Corporation may direct) as an indemnity against any claim that may be made against Surviving Corporation with respect to the Certificate alleged to have been lost, stolen, or destroyed.

5.4 *Closing of Transfer Books.* At the Effective Time, the stock transfer books of Merged Corporation shall be closed and no transfer of shares of Merged Corporation Stock shall thereafter be made. If, after the Effective Time, certificates representing shares of Merged Corporation Stock are presented to the Surviving Corporation, they shall be canceled and exchanged for certificates representing shares of Surviving Corporation Stock in accordance with the terms hereof. At and after the Effective Time, the holders of shares of Merged Corporation Stock to be exchanged for shares of Surviving Corporation Stock pursuant to this Agreement shall cease to have any rights as shareholders of Merged Corporation except for the right to surrender such stock certificates in exchange for shares of Surviving Corporation Stock as provided hereunder.

6. Further Assurances. From time to time after the Effective Time, as and when requested by Surviving Corporation, and to the extent permitted by law, the former officers and directors of Merged Corporation and Surviving Corporation shall execute and deliver such assignments, deeds and other instruments and shall take or cause to be taken such further or other action as shall be necessary in order to consummate the Merger, vest or perfect in or to confirm of record or otherwise to Surviving Corporation, as the surviving corporation, title to, and possession of, all of the assets, rights, privileges, immunities, powers, franchises and interests of Merged Corporation and Surviving Corporation in and to every type of property (real, personal and mixed) and choses in action, and otherwise to carry out the purposes of this Plan of Merger, and the proper officers and directors of Surviving Corporation, as the surviving corporation, are fully authorized to take any and all such action in the name of Merged Corporation or Surviving Corporation or otherwise.

7. Termination and Amendment. Prior to the Effective Time, this Plan of Merger may be terminated or amended by the mutual consent of the Boards of Directors of Merged Corporation and Surviving Corporation.

8. Counterparts. This Plan of Merger may be signed in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed but one and the same instrument.

9. Governing Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

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AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER, dated as of October 11, 2005 (this "Merger Agreement"), is between J. Crew Intermediate LLC, a Delaware limited liability company ("Merged Company"), and J. Crew Group, Inc., a Delaware corporation ("Surviving Corporation").

WITNESSETH:

WHEREAS, the stockholders and the Board of Directors of Surviving Corporation and the sole member and the Board of Directors of the Merged Company approve and deem it advisable that Merged Company and Surviving Corporation, respectively, consummate the Merger (as defined below).

NOW, THEREFORE, in consideration of the mutual agreements contained in this Merger Agreement, the parties to this Merger Agreement hereby agree that Merged Company shall be merged (the "Merger") with and into Surviving Corporation in accordance with applicable laws and upon the terms and subject to the conditions set forth as follows:

1. The Merger. At such time agreed between Merged Company and Surviving Corporation a certificate of merger evidencing the Merger shall be filed with the Office of the Secretary of State of Delaware pursuant to the Delaware General Corporation Law and the Delaware Limited Liability Company Act. The certificate of Merger shall specify that the Merger shall become effective on the date and at the time of filing or at such later date and time as specified therein (the "Effective Time"). At the Effective Time, Merged Company shall be merged with and into Surviving Corporation and Surviving Corporation shall continue as the surviving corporation and its name shall remain J. Crew Group, Inc.

2. Certificate of Incorporation and By-laws. The Certificate of Incorporation and By-laws of Surviving Corporation in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation and By-laws, respectively, of Surviving Corporation, as the surviving corporation, after the Effective Time, until amended as provided by law.

3. Officers and Directors. From and after the Effective Time and until they shall have resigned or shall have been legally removed or until their respective successors shall have been elected or appointed and qualified, those persons who are the officers and directors of Surviving Corporation immediately prior to the Effective Time shall be the officers and directors of Surviving Corporation.

4. Effect of the Merger.

4.1 All assets, rights, privileges, immunities, powers, franchises and interests of Merged Company in and to every type of property (real, personal and mixed) and choses in action, as they exist as of the Effective Time, shall pass and be transferred to and vest in Surviving Corporation, as the surviving corporation, by virtue of the Merger at the Effective Time without any deed, conveyance or other transfer, and all such interests of Surviving Corporation as they exist as of the Effective Time shall remain with Surviving Corporation upon consummation of the Merger. The corporate existence of Surviving Corporation shall continue unaffected and unimpaired upon consummation of the Merger and the separate corporate existence of Merged Company shall cease at and as of the Effective Time.

4.2 From and after the Effective Time, Surviving Corporation, as the surviving corporation, shall be responsible and liable for all of the liabilities and obligations of Surviving Corporation and Merged Company existing as of the Effective Time. Any claim existing or action or proceeding pending by or against Surviving Corporation or Merged Company at the Effective Time may, thereafter, be prosecuted by or against Surviving Corporation, as the surviving corporation, as if the Merger had not taken place or, in connection with any such action or proceeding to which Merged Company is a party, Surviving Corporation, as the surviving corporation, may be substituted in place of Merged Company. Neither the rights of creditors nor any liens upon the property of either Surviving Corporation or Merged Company shall be impaired by reason of the Merger.

5. Effect of Merger on Outstanding Shares and Membership Interest.

5.1 Surviving Corporation. Each share of Surviving Corporation stock issued and outstanding immediately prior to the Effective Time shall continue to be issued and outstanding from and after the Effective Time.

5.2 Merged Company. At the Effective Time, by virtue of the Merger and without any action on the part of the sole member of the Merged Company, the membership interest of the Merged Company shall be cancelled and no consideration shall be issued or paid with respect thereto.

6. Further Assurances. From time to time after the Effective Time, as and when requested by Surviving Corporation, and to the extent permitted by law, the former officers and directors of Merged Company and Surviving Corporation shall execute and deliver such assignments, deeds and other instruments and shall take or cause to be taken such further or other action as shall be necessary in order to consummate the Merger, vest or perfect in or to confirm of record or otherwise to Surviving Corporation, as the surviving corporation, title to, and possession of, all of the assets, rights, privileges, immunities, powers, franchises and interests of Merged Company and Surviving Corporation in and to every type of property (real, personal and mixed) and choses in action, and otherwise to carry out the purposes of this Merger Agreement, and the proper officers and directors of Surviving Corporation, as the surviving corporation, are fully authorized to take any and all such action in the name of Merged Company or Surviving Corporation or otherwise.

7. Termination and Amendment. Prior to the Effective Time, this Merger Agreement may be terminated or amended by the mutual consent of the Boards of Directors of Merged Company and Surviving Corporation.

8. Counterparts. This Merger Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed but one and the same instrument.

9. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

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