

Fill in this information to identify the case:

Debtor 1 KIKO USA, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the _____ District of Delaware

Case Number 18-10069 (MFW)

RECEIVED
FEB 23 2018
BMC GROUP

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor	Name of the current creditor (the person or entity to be paid for this claim): EklecCo NewCo LLC Other names the creditor used with the debtor: _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From Whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Menter, Rudin & Trivelpiece, P.C. Attn: Kevin M. Newman 308 Maltbie Street, Suite 200 Syracuse, New York 13204-1439 Telephone: (315) 474-7541 Email: knewman@menterlaw.com	Where should payments to the creditor be sent? (if different): Name: _____ Address: _____ _____ Telephone: _____ Email: _____
Uniform claim identified for electronic payments in Chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2:

Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>22375-32488</u>
7. How much is the claim?	\$296,843.20 plus any costs of removing property and signage and restoring the premises, plus indemnity obligations, amounts subject to rights of setoff and/or recoupment, plus attorneys' fees
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p>Damages arising from rejection of lease of non-residential real property located at Palisades Center, West Nyack, New York, plus any costs of removing property and signage and restoring the premises, plus indemnity obligations, amounts subject to rights of setoff and/or recoupment, plus attorneys' fees. See attached Schedule, itemizations, and portions of lease.</p>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <p>Nature of property:</p> <p><input type="checkbox"/> Real Estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410A) with this Proof of claim.</p> <p><input type="checkbox"/> Motor Vehicle.</p> <p><input type="checkbox"/> Other. Describe: _____</p> <p>Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <p>Value of property: \$ _____</p> <p>Amount of the claim that is secured: \$ _____</p> <p>Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p>Amount necessary to cure any default as of the date of the petition: \$ _____</p> <p>Annual Interest Rate (when case was filed) _____%</p> <p><input type="checkbox"/> Fixed</p> <p><input type="checkbox"/> Variable</p>
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all of part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No ☐ Yes. Check all that apply.

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. §§ 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition was filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §§ 507(a)(2) and 365(d)(3).	\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3:

Sign Below

The person completing this proof of claim must sign and date it.
FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☒ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004..
☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor creditor for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable believe that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date: February 21, 2018

Pyramid Management Group, LLC, as managing agent for EkleCo NewCo LLC

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>John</u>	<u>D.</u>	<u>Cico</u>
	First name	Middle name	Last name
Title	<u>Director</u>		
Company	<u>Pyramid Management Group, LLC, as managing agent</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>The Clinton Exchange, 4 Clinton Square</u>		
	Number	Street	
	<u>Syracuse</u>	<u>NY</u>	<u>13204</u>
	City	State	Zip Code
Contact phone	<u>(315) 634-7788</u>	Email	<u>jcico@pyramidmg.com</u>

SCHEDULE

Unearned portion of cash allowance, see
attached itemization.

\$97,206.03

Fifteen percent (15%) of total rent reserved
of \$1,330,914.52, see attached itemization.
Limited under 11 U.S.C. §502(b)(6).

\$199,637.17

Total

\$296,843.20

**plus any costs of removing
property and signage and
restoring the premises, plus
indemnity obligations,
amounts subject to rights of
setoff and/or recoupment,
plus attorneys' fees**

Kiko Milano
EklecCo NewCo LLC

The amount of the Cash Allowance shall be deemed earned over the entire term of the Lease on a straight line basis regardless of the manner or timing by which such Cash Allowance was paid by Landlord to Tenant as set forth above. If the Lease is terminated prior to the expiration date of the term provided for in Article 2 of this Lease based upon a default by Tenant beyond any applicable notice and cure period, Tenant shall pay to Landlord, as Additional Rent, an amount equal to the unearned portion of the Cash Allowance, which shall be determined by dividing the Cash Allowance by the number of months in the term and multiplying the result by the number of months that would have remained in the term of the Lease had the Lease not been so terminated. Such amount shall be due as of the date the Lease is terminated and shall be payable within five (5) days following such date. Such amount shall not be subject to any credit or offset, as may otherwise be provided in this Lease.

TCD; 5/20/2015
EXPIRATION: 1/31/2026

CASH ALLOWANCE \$130,000.00

OF MONTHS IN TERM 128.3871
OF MONTHS REMAINING IN TERM 96.000
GIVEN LEASE REJECTION DATE OF 1/31/18

UNEARNED PORTION OF CASH ALLOWANC \$97,206.03

**NET PRESENT VALUE
OF FUTURE PAYMENTS
1/11/2018**

TENANT: Kiko USA, Inc.
d/b/a: Kiko Milano
CENTER: EklecCo NewCo LLC

TERM: 10 YEARS
TCD: 05/20/15
SQ. FT. 1,300
EXPIRATION: 01/31/26
NPV DATE: 01/11/18

YEAR	RATE 0.00%			RATE 8.00%			RATE 4.00%		
	RENT	MALL CHG	TOTAL	RENT	MALL CHG	TOTAL	RENT	MALL CHG	TOTAL
NPV	<u>\$892,060.48</u>	<u>\$438,854.04</u>	<u>\$1,330,914.52</u>	<u>\$646,427.07</u>	<u>\$317,412.24</u>	<u>\$963,839.31</u>	<u>\$755,919.78</u>	<u>\$371,524.60</u>	<u>\$1,127,444.38</u>

MONTHLY CHARGES EFFECTIVE: 01/11/18

	3% MINIMUM RENT	5% CAE	INSURANCE	TAXES	TOTAL
2018	8,286.50	2,648.65	50.92	1,317.43	12,303.50
2019	8,535.10	2,781.08	50.92	1,317.43	12,684.53
2020	8,791.15	2,920.13	50.92	1,317.43	13,079.63
2021	9,054.88	3,066.14	50.92	1,317.43	13,489.37
2022	9,326.53	3,219.45	50.92	1,317.43	13,914.33
2023	9,606.33	3,380.42	50.92	1,317.43	14,355.10
2024	9,894.52	3,549.44	50.92	1,317.43	14,812.31
2025	10,191.36	3,726.91	50.92	1,317.43	15,286.62
2026	10,497.10	3,913.26	50.92	1,317.43	15,778.71

ANNUAL CHARGES EFFECTIVE:

	3% MINIMUM RENT	5% CAE	INSURANCE	TAXES	TOTAL
2018	96,764.94	30,929.40	594.61	15,384.18	143,673.13
2019	102,421.20	33,372.96	611.04	15,809.16	152,214.36
2020	105,493.80	35,041.56	611.04	15,809.16	156,955.56
2021	108,658.56	36,793.68	611.04	15,809.16	161,872.44
2022	111,918.36	38,633.40	611.04	15,809.16	166,971.96
2023	115,275.96	40,565.04	611.04	15,809.16	172,261.20
2024	118,734.24	42,593.28	611.04	15,809.16	177,747.72
2025	122,296.32	44,722.92	611.04	15,809.16	183,439.44
2026	10,497.10	3,913.26	50.92	1,317.43	15,778.71

NPV AS OF	01/11/18	(DISCOUNTED @ 0.00%)	\$1,330,914.52
NPV AS OF	01/11/18	(DISCOUNTED @ 4.00%)	\$1,127,444.38
NPV AS OF	01/11/18	(DISCOUNTED @ 8.00%)	\$963,839.31

**STANDARD
SHOPPING CENTER LEASE**

Name of Shopping Center: PALISADES CENTER

Location of Shopping Center: 1000 PALISADES CENTER DRIVE
WEST NYACK, NEW YORK 10994

Landlord: EKLECCO NEWCO LLC

Tenant: KIKO USA, INC.

d/b/a: KIKO MILANO

SHOPPING CENTER LEASE

AGREEMENT made this 16 day of May, 2014, by and between the following parties:

Landlord: EKLECCO NEWCO LLC

a limited liability company organized and existing under the laws of the State of Delaware with its mailing address for notices and a principal office at:

THE CLINTON EXCHANGE
FOUR CLINTON SQUARE
SYRACUSE, NEW YORK 13202-1078

Attention: MANAGEMENT DIVISION

hereinafter referred to as "Landlord," and

Tenant: KIKO USA, INC.

a corporation organized and existing under the laws of the State of Delaware with its mailing address for notices and a principal office or residence at:

230 Park Avenue 10th Floor
(Street Address)

New York
(City or Town)

(County)

New York
(State)

10169
(ZIP)

Attention: Chief Executive Officer, Vittorio Verdun

hereinafter referred to as "Tenant."

Tenant's Federal Tax Identification Number: TF-3176238.

(b) Subject to Section 23.04 of this Lease, Tenant acknowledges the importance both to Landlord and the other tenants of the Shopping Center of Tenant opening for business to the public on the Term Commencement Date. In the event Tenant fails to open for business at the Premises on or before the Term Commencement Date and Tenant fails to open following thirty (30) day notice and opportunity to cure from Landlord following the Term Commencement Date, then Tenant covenants and agrees to pay to Landlord, upon receipt of notice from Landlord of the amount due under this Section 2.01(b), as liquidated damages suffered by Landlord due to Tenant's failure to open, a sum (in addition to any rent due hereunder) equal to twice the per diem Fixed Monthly Minimum Rent (using a thirty (30) day month) provided in Section 3.01(a) for each and every business day that Tenant has failed to open for business. Notwithstanding anything contained in this Section 2.01(b) to the contrary, in the event Tenant has failed to open for business within the Premises on or before the date that is three hundred sixty five (365) days following the Term Commencement Date then Landlord shall have the right in Landlord's sole discretion to terminate the Lease upon thirty (30) day notice to Tenant.

2.02 - Term of Lease

The term of this Lease shall expire on the last day of January next following the tenth (10th) anniversary of the Term Commencement Date, unless earlier terminated pursuant to the provisions herein.

2.03 - Surrender of Premises

On the expiration or earlier termination of this Lease, Tenant agrees, without necessity of any notice from Landlord (statutory or otherwise), to surrender the Premises in accordance with Article 9, and broom clean and in good order, repair and condition, reasonable wear and tear and damage by fire or casualty excepted.

ARTICLE 3

Rent

3.01 - Minimum Rent

(a) Tenant agrees to pay Landlord, without diminution, deduction or set-off whatsoever and without prior notice or demand, and as fixed annual minimum rent ("Fixed Annual Minimum Rent"), the sum of Ninety One Thousand and 00/100 Dollars (\$91,000.00) payable in equal consecutive monthly installments of Seven Thousand Five Hundred Eighty Three and 33/100 Dollars (\$7,583.33) ("Fixed Monthly Minimum Rent") each in advance upon the first day of each calendar month during the term hereof.

(b) If the term shall commence upon a day other than the first day of a calendar month or if the term shall expire upon a day other than the last day of a calendar month, then Tenant shall pay, upon the Term Commencement Date, and on the first day of the last calendar month, a pro rata portion of the Fixed Monthly Minimum Rent for the first and last fractional calendar months of the term.

(c) Tenant's Fixed Annual Minimum Rent schedule then in effect shall increase by three percent (3%) upon January 1, 2016, and upon the first day of each January thereafter during the term of this Lease.

(d) Notwithstanding anything contained in this Lease to the contrary, provided Tenant is not then in breach of any of the terms, covenants or conditions of this Lease required to be observed or performed by Tenant beyond any applicable notice and cure period, Tenant shall be entitled to a cash allowance of One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) (the "Cash Allowance") payable as follows:

- (i) Fifty percent (50%) of the Cash Allowance shall be paid to Tenant within thirty (30) business days following the later of: (A) the date Tenant makes written request for such payment and Tenant notifies Landlord in writing that Tenant has satisfied the obligations set forth in (A), (B) and (C) of this Section 3.01(d)(i), (B) Tenant obtaining, at Tenant's sole cost and expense, any and all applicable governmental approvals and permits for the entire scope of Tenant's Work at the Premises, and (C) the date which Tenant visibly commences Tenant's Work in accordance with Tenant's Landlord approved plans and specifications for Tenant's Work; and

- (ii) Forty percent (40%) of the Cash Allowance shall be paid to Tenant within thirty (30) business days following the later of: (A) the date Tenant makes written request for such payment and Tenant gives written notice to Landlord that Tenant has satisfied the obligations set forth (A), (B), (C), (D) and (E), of this Section 3.01(d)(ii), (B) the date upon which one hundred percent (100%) of the Tenant's Work is completed, (C) the date upon which Landlord receives written certification from Tenant's architect certifying that one hundred percent (100%) of the Tenant's Work is completed, (D) the date Tenant opens for business to the public within the entire Premises, (E) the date of submission to Landlord of invoices and copies of lien waivers in a form satisfactory to Landlord and in accordance with the laws of the State in which the Shopping Center is located, executed by Tenant's general contractor and all subcontractors, suppliers and materialmen who provided labor and materials in excess of the aggregate amount of Five Thousand and 00/100 Dollars (\$5,000.00) per such materialmen, suppliers, general contractor and subcontractor for and/or in connection with the Tenant's Work, evidencing that Tenant has paid such general contractor, and all subcontractors, materialmen and suppliers for and/or in connection with Tenant's Work and that such general contractor, and all subcontractors, materialmen and suppliers have released all liens, if any, and rights to lien in connection with the Premises and Tenant's Work; and
- (iii) Ten percent (10%) of the Cash Allowance shall be paid to Tenant within thirty (30) business days following the later of: (A) the date Tenant makes request for such payment and Tenant notifies Landlord in writing that Tenant has satisfied all the obligations set forth in (A), and (B), of this Section 3.01(d)(iii), and (B) the fulfillment of all conditions of sub-paragraphs 3.01(d)(i) and (ii) above.

The amount of the Cash Allowance shall be deemed earned over the entire term of the Lease on a straight line basis regardless of the manner or timing by which such Cash Allowance was paid by Landlord to Tenant as set forth above. If the Lease is terminated prior to the expiration date of the term provided for in Article 2 of this Lease based upon a default by Tenant beyond any applicable notice and cure period, Tenant shall pay to Landlord, as Additional Rent, an amount equal to the unearned portion of the Cash Allowance, which shall be determined by dividing the Cash Allowance by the number of months in the term and multiplying the result by the number of months that would have remained in the term of the Lease had the Lease not been so terminated. Such amount shall be due as of the date the Lease is terminated and shall be payable within five (5) days following such date. Such amount shall not be subject to any credit or offset, as may otherwise be provided in this Lease.

In the event any portion of the Cash Allowance is not paid by Landlord to Tenant within the time periods provided for in this Section 3.01(d), and provided: (i) Tenant is not then in breach of any of the terms, covenants or conditions of this Lease required to be observed or performed by Tenant; (ii) Tenant has satisfied any and all conditions required to be met for the payment of such portion of the Cash Allowance by Landlord to Tenant; and (iii) Tenant delivers notice to Landlord of such non-payment, then from and after the thirtieth (30th) day following receipt of such notice by Landlord, Tenant shall have the right to offset the amount of such portion of the Cash Allowance against each monthly payment of Fixed Annual Minimum Rent thereafter becoming due until Tenant recoups such portion of the Cash Allowance in full, whether by payment of the Cash Allowance otherwise due or by offset against Fixed Annual Minimum Rent as provided for herein above, or by a combination of both.

(e) If at any time and from time to time during the term of this Lease and while Tenant is operating its store within the Premises in accordance with this Lease and is not otherwise in breach beyond any applicable cure period of any of the terms, covenants or conditions required to be observed or performed by Tenant under this Lease, tenants representing less than seventy percent (70%) of the gross leasable area of the Shopping Center (excluding square footage occupied by or allocated to Anchor Stores) are open for business and operating or are required to be open for business and operating in the Shopping Center for reasons other than fire, Force Majeure or other casualty (the "Co-tenancy Threshold"), then Tenant shall have the right to pay to Landlord Alternative Rent (as hereinafter defined), in lieu of Fixed Annual Minimum Rent, Percentage Rent, Tenant's Allocable Share of Real Property Taxes, Tenant's Common Area Charge, and Tenant's Allocable Share of insurance costs, but specifically excluding Tenant's Energy Charges which Tenant shall continue to pay during each month (and each partial month, if any) the Co-tenancy Threshold remains unsatisfied. If the Co-tenancy Threshold is not met by Landlord, Alternative Rent shall be deemed to be Fixed Annual Minimum Rent for all purposes under this Lease, including without limitation Article 15 of this Lease. Upon satisfaction of the Co-tenancy Threshold, Tenant shall resume paying Landlord Fixed Annual Minimum Rent, Percentage Rent, Tenant's Allocable Share of Real Property Taxes, Tenant's Common Area Charge, and Tenant's Allocable Share of insurance costs as otherwise provided in this Lease (including but not limited to any adjustments that may have occurred pursuant to this Lease during the period the Co-tenancy threshold was unsatisfied). Tenant may request, upon thirty (30) days written notice, from Landlord an annual occupancy report on the Shopping Center once per Lease Year during the term of this Lease. Notwithstanding anything contained in this Section 3.01(e) to the contrary, the terms of this Section 3.01(e) shall apply to all Co-tenancy Threshold failures

throughout the term, whether or not a prior Co-tenancy Threshold failure is cured by Landlord, deemed satisfied by this Section or if otherwise resolved by the parties.

The term "Anchor Store" means a premises in the Shopping Center containing not less than forty thousand (40,000) square feet. The term "Alternative Rent" means an amount equal to six percent (6%) of Tenant's Gross Receipts achieved during each month (and each partial month, if any) the Co-tenancy Threshold remains unsatisfied. Each such payment of Alternative Rent payable under this Lease (if any) shall be made, without diminution, deduction or set-off whatsoever and without prior notice or demand, within ten (10) days after the end of each month (and each partial month, if any) from and after the end of the Co-tenancy Cure Period until such time as the Co-tenancy Threshold is again satisfied, and shall be accompanied by Tenant's statement of Gross Receipts collected during the previous month pursuant to Section 3.05 hereof.

The benefits of this Section 3.01(e) and (f) are personal to the named Tenant under this Lease. In the event of any assignment of the Lease by Tenant or sublease of all or any part of the Premises by Tenant, this Section 3.01 shall become and be void and of no further force or effect. The foregoing sentence is not intended to, and does not, create any right of assignment or sublease by Tenant.

(f) If the Co-tenancy Threshold remains unsatisfied for twelve (12) consecutive months, Tenant may, at its option, elect to terminate this Lease within forty-five (45) days after said twelve (12) month period by serving Landlord with thirty (30) days' written notice of cancellation of this Lease (the "Tenant's Termination Notice"). Time being of the essence for Tenant to provide said notice to Landlord. In the event Tenant elects to terminate this Lease pursuant to this Section 3.01(f), then the term of this Lease shall expire upon the thirtieth (30th) day (the "Termination Date") following Landlord's receipt of Tenant's Termination Notice as if the Termination Date were the original expiration date set forth in Article 2 above, and from and after the Termination Date Tenant shall have no right, title or interest in or to the Premises. Notwithstanding the foregoing, Tenant shall not have the right to terminate this Lease pursuant to this Section 3.01(f) at any time from and after the first date on which the Co-tenancy Threshold is again satisfied (unless Tenant gave Landlord the Tenant's Termination Notice prior to the first date on which the Co-tenancy Threshold is again satisfied); and any Tenant's Termination Notice given from and after the first date on which the Co-tenancy Threshold is again satisfied, shall be void and of no force or effect. In the event Tenant fails to provide Tenant's Termination Notice to Landlord in a timely manner as set forth in this Section 3.01(f), the Co-tenancy Threshold shall be deemed to be satisfied and Tenant shall resume paying Landlord Fixed Annual Minimum Rent, Percentage Rent, Tenant's Allocable Share of Real Property Taxes, Tenant's Common Area Charge, and Tenant's Allocable Share of insurance costs (including but not limited to any adjustments that may have occurred pursuant to this Lease during the period the Co-tenancy Threshold was unsatisfied). Notwithstanding anything contained in this Section 3.01(f) to the contrary, the terms of this Section 3.01(f) shall apply to all Co-tenancy Threshold failures throughout the term, whether or not a prior Co-tenancy Threshold failure is cured by Landlord, deemed satisfied by this Section 3.01(f) or if otherwise resolved by the parties.

3.02 - Percentage Rent

(a) In addition to Fixed Annual Minimum Rent, Tenant shall, in the manner, upon the conditions and at the times hereinafter set forth, pay to Landlord percentage rent ("Percentage Rent") equal to six percent (6%) of "Gross Receipts" (defined in Section 3.03) in excess of One Million Five Hundred Sixteen Thousand and Six Hundred Sixty Seven and 00/100 Dollars (\$1,516,667.00) ("Annual Minimum Gross Receipts") per "Lease Year" (defined in Section 3.10). Percentage Rent shall be payable as hereinafter provided without any diminution, deduction or set-off whatsoever, except as provided in Section 3.02(b), and without prior notice or demand. Notwithstanding anything contained in this Section 3.02(a) to the contrary, for each increase of Tenant's Fixed Annual Minimum Rent pursuant to Section 3.01(c) hereof, Tenant's Annual Minimum Gross Receipts shall be proportionately increased.

(b) Percentage Rent, if any, shall commence in the calendar month of any Lease Year or Partial Lease Year when Tenant's Gross Receipts exceed the amount of Annual Minimum Gross Receipts for such Lease Year or Partial Lease Year. Payments of Percentage Rent shall be made by Tenant to Landlord monthly in arrears twenty (20) days following the end of the month when such Gross Receipts exceed such Annual Minimum Gross Receipts and shall continue each month during the balance of such Lease Year or Partial Lease Year. Within thirty (30) days after the end of the second and each subsequent Lease Year, Tenant shall pay to Landlord the sum by which the actual amount of Percentage Rent due Landlord for such Lease Year exceeds the total payments made by Tenant during the preceding Lease Year, however, if such total payment made by Tenant exceeds the actual amount of Percentage Rent then due, Landlord shall apply such excess to the next ensuing payments of Percentage Rent otherwise due to Landlord until such excess is recouped by Tenant. Landlord shall reimburse to Tenant any such excess remaining at the expiration of the term.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

LANDLORD:

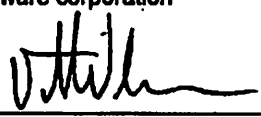
EKLECCO NEWCO LLC,
a Delaware limited liability company

By: Pyramid Management Group, LLC,
a New York limited liability company, its managing agent

By: 
Name: _____
Title: **TIMOTHY J. KELLEY**
PRESIDENT

TENANT:

KIKO USA, INC.,
a Delaware corporation

By: 
Name: **Victorio Verdun**
Title: _____


(Acknowledgment of LANDLORD)

State of New York

ss:

County of Onondaga

On the 16 day of May in the year 2014 before me, the undersigned, a notary public in and for said state, personally appeared TIMOTHY J. KELLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


(Notary Public)

SALLY A. O'DONNELL
Notary Public, State of New York
No. 01OD4770826
Qualified in Onondaga County
Commission Expires March 30, 20 15

(Acknowledgment of TENANT)

State of NEW YORK

ss:

County of NEW YORK

On the 12th day of MARCH in the year 2014 before me, the undersigned, a notary public in and for said state, personally appeared VITO R. VERDON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.


(Notary Public)

GIULIANO IANNACCONI
Notary Public, State Of New York
No. 02IA6053221
Qualified In New York County
Commission Expires January 8, 20 15



Kevin M. Newman
knewman@menterlaw.com

February 22, 2018

Via FedEx

BMC Group, Inc.
Attn: KIKO USA Claims Processing
3732 West 120th Street
Hawthorne, CA 90250

**Re: KIKO USA, Inc.
Case No. 18-10069 (MFW)**

Dear Sir/Madam:

Enclosed on behalf of our client, EklecCo NewCo LLC, please find an original and one copy of the following three (3) claims in connection with the referenced bankruptcy case:

<u>Claim Type</u>	<u>Claim Amount</u>
Unsecured Non-priority	\$118.55 plus rent and charges that accrued prior to January 11, 2018, plus indemnity obligations, amounts subject to rights of setoff and/or recoupment plus attorneys' fees
Unsecured Priority	\$248.93 plus any rent and charges which accrue on or after January 11, 2018 plus indemnity obligations, amounts subject to rights of setoff and/or recoupment plus attorneys' fees
Unsecured Non-priority	\$296,843.20 plus all costs of removing property and signage and restoring the premises, plus indemnity obligations, amounts subject to rights of setoff and/or recoupment, plus attorneys' fees

Please file the originals, date and time stamp the copies, and return the copies to the undersigned in the enclosed self-addressed postage paid envelope.

Very truly yours,

MENTER, RUDIN & TRIVELPIECE, P.C.

Kevin M. Newman

KMN/aav
Enclosures

Suite 200 • 308 Maltbie Street • Syracuse, New York 13204-1439
Phone (315) 474-7541 • Fax (315) 474-4040
Suite 500 • 120 Washington Street • Watertown, New York 13601-3330
Phone (315) 786-7950 • Fax (315) 786-7852