IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
KIKO USA, Inc.,	)	Case No. 18-10069 (MFW)
Debtor.[1]	)	**Related to Docket Nos. 96 and 149**

CERTIFICATION OF COUNSEL SUBMITTING PROPOSED ORDER GRANTING CERTAIN RELIEF REQUESTED IN THE MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTOR TO (I) ASSUME AGREEMENT OF LEASE FOR NON-RESIDENTIAL REAL PROPERTY LOCATED AT 1515 BROADWAY; (II) ASSUME CONSTRUCTION AND BUILDOUT CONTRACT WITH MICHILLI, INC., (III) FIX CURE AMOUNTS WITH RESPECT THERETO AND (IV) ENTER INTO THAT CERTAIN PROJECT COMPLETION AGREEMENT WITH MICHILLI, INC.

I, Mark Minuti, counsel to KIKO USA, Inc., the above captioned debtor and debtor-in-possession (the "Debtor"), herby certify as follows:

1. On January 30, 2018, the Debtor filed the *Debtor's Motion for Entry of an Order Authorizing the Debtor to (I) Assume Agreement of Lease for Non-Residential Real Property Located at 1515 Broadway, (II) Assume Construction and Buildout Contract with Michilli, Inc., (III) Fix Cure Amounts with Respect Thereto, and (IV) Enter into that Certain Project Completion Agreement with Michilli, Inc.* [D. I. 96] (the "**Motion**").[2] By the Motion, the Debtor sought the entry of an order authorizing, *inter alia*, (a) the Debtor to assume its Times Square Lease; (b) the Debtor to assume a Construction Agreement between the Debtor and Michilli Inc. ("**Michilli**"), a contractor performing certain tenant improvements at the Times Square Lease

[1] The last four digits of the Debtor's federal tax identification number are 0805. The principal place of business for the Debtor is 470 Park Avenue South, 15th Floor New York, NY, 10016.

[2] Capitalized terms no otherwise defined herein shall have the meaning set forth in the Motion.

premises; and (c) the Debtor to enter into the Project Completion Agreement with the Times Square Landlord and Michilli.

2. At a hearing on February 20, 2018, the undersigned counsel explained to the Court that no formal objections were filed to Motion, that the Times Square Landlord referenced in the Motion had not yet formally signed the Project Completion Agreement, and that Michilli was not comfortable consenting to certain of the relief requested in the Motion until the Times Square Landlord signed the Project Completion Agreement.

3. As a result, and at the Debtor's request, the Court entered an order on February 20, 2018 [D. I. 149], *inter alia*, authorizing the assumption of the Times Square Lease. Certain of the other relief requested in the Motion, including authorization to assume the Construction Agreement and enter into the Project Completion Agreement, was continued until all parties could execute the Project Completion Agreement. The Court authorized the Debtor to submit a further proposed order on the Motion under certification of counsel, once all parties were in agreement.

4. I am pleased to report that the parties have resolved all open issues related to the balance of the relief requested in the Motion.

5. Attached as **Exhibit A** is a proposed order granting the balance of the relief requested in the Motion. The form of the proposed order has been approved by counsel for both the Times Square Landlord and Michilli.

6. The Debtor requests that the Court enter the proposed order and direct that it be docketed.

7. Of course, counsel for the Debtor is available to discuss this matter further at the Court's request.

Dated: March 26, 2018

SAUL EWING ARNSTEIN & LEHR LLP

/s/ Mark Minuti

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