

EXHIBIT A

PROPOSED ORDER

**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 Doc. No. ____
)	

**ORDER APPROVING STIPULATION (I) ALLOWING CLAIM ASSERTED BY
WESTLAND GARDEN STATE PLAZA LIMITED PARTNERSHIP;
AND (II) GRANTING LIMITED RELIEF FROM THE AUTOMATIC STAY**

Upon consideration of the *Stipulation (I) Allowing Claim Asserted by Westland Garden State Plaza Limited Partnership; and (II) Granting Limited Relief from the Automatic Stay* (the “Stipulation”)² attached hereto as **Exhibit “1;”** and the Court having jurisdiction over the matters raised in the Stipulation pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Stipulation and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Stipulation having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Stipulation is in the best interests of the Debtor, its estate, creditors and all parties-in-interest, and that the legal and factual bases set forth in the Stipulation establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

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 not otherwise defined herein shall have the same meanings ascribed to them in the Stipulation.

1. The Stipulation is approved.
2. The Debtor and BMC are authorized to take any and all actions necessary to effectuate the Stipulation including, without limitation, amending the claims register in the chapter 11 case to reflect the terms of the Stipulation.
3. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation of this Order or the Stipulation.
4. This Order is effective immediately upon entry.

Dated: _____, 2018
Wilmington, Delaware

Honorable Mary F. Walrath
United States Bankruptcy Judge

EXHIBIT 1

STIPULATION

**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)	
)	

**STIPULATION (I) ALLOWING CLAIM ASSERTED BY
WESTLAND GARDEN STATE PLAZA LIMITED PARTNERSHIP;
AND (II) GRANTING LIMITED RELIEF FROM THE AUTOMATIC STAY**

This Stipulation (I) Allowing Claim Asserted by Westland Garden State Plaza Limited Partnership; and (II) Granting Limited Relief from the Automatic Stay (the “Stipulation”) is made and entered into as of the 4th day of June, 2018 between and among the above-referenced debtor and debtor-in-possession (the “Debtor”) and Westland Garden State Plaza Limited Partnership (“Landlord,” and together with the Debtor, the “Parties”), by and through their respective duly authorized undersigned counsel.

INTRODUCTION

WHEREAS, on January 11, 2018 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”);

WHEREAS, the Debtor is operating its business and managing its affairs as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Debtor and Landlord were parties to that certain Lease dated October 30, 2013 for certain premises located at Westfield Garden State Plaza (as amended, the “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.

WHEREAS, pursuant to the Lease, Landlord is holding a security deposit in the amount of \$40,415.00 (the “Security Deposit”);

WHEREAS, pursuant to the Lease, the Debtor posted a Letter of Credit in the amount of \$150,000 (the “Letter of Credit”) from Banca Monte Dei Paschi Di Siena S.P.A., New York (the “Bank”);

WHEREAS, prior to the Petition Date, on May 16, 2017, the Debtor sent Landlord a notice of termination pursuant to the Lease (“Termination Notice”), pursuant to which the Debtor exercised its early termination rights;

WHEREAS, Landlord filed a Proof of Claim with BMC Group, the claims agent in the Debtor’s Bankruptcy Case (“BMC”), on March 9, 2018, assigned Claim No. 42, in the amount of \$101,759.57, representing the remaining balance due pursuant to the Lease and the Termination Notice (“Landlord’s Claim”);

WHEREAS, the Debtor agrees with the Landlord’s Claim and does not object to the same;

WHEREAS, the Landlord seeks, and the Debtor is willing to consent to, a limited modification of the automatic stay of section 362 of the Bankruptcy Code, subject solely to the terms and conditions set forth herein, to allow the application of the Security Deposit to the Landlord’s Claim;

WHEREAS, after application of the Security Deposit, the Landlord will draw upon the Letter of Credit to satisfy the balance of the Landlord’s Claim and relieve the Bank from any further obligations under the Letter of Credit beyond such draw;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereby contract, covenant and agree, subject to Court approval as set forth herein, as follows:

STIPULATION

1. Each of the Recitals set forth above is incorporated herein by reference.
2. This Stipulation is subject to and conditioned upon the entry of a final, non-appealable order of the Court approving this Stipulation (the “Stipulation Effective Date”). In the event that the Stipulation Effective Date does not occur, this Stipulation shall be deemed null and void and of no force or effect. In such event, nothing (including the Recitals) contained in this Stipulation, any motion or certification filed seeking an order from the Court approving this Stipulation, or any correspondence or other communications related to the negotiations, drafting or approval of this Stipulation, shall be argued or deemed to be an admission against any Party’s interest in any litigation by and between any parties, and the Parties shall be automatically returned to their respective positions *status quo ante*.
3. Upon the Stipulation Effective Date, the Landlord’s Claim shall be allowed in the total amount of \$101,759.57.
4. Upon the Stipulation Effective Date, the automatic stay is modified solely to permit Landlord to apply the Security Deposit to the Landlord’s Claim. The balance of the Landlord’s Claim shall be satisfied in full by a draw on the Letter of Credit in the amount of \$61,344.57. The Landlord is hereby authorized to draw \$61,344.57 on the Letter of Credit and, to the extent necessary, the automatic stay is modified solely to permit Landlord to draw on the Letter of Credit and to permit Landlord to apply the proceeds to the Landlord’s Claim. Upon the Landlord’s receipt of the Letter of Credit proceeds in the full amount of the balance of the Landlord’s Claim, the Bank shall be released of any further obligations under the Letter of Credit

and Landlord shall reasonably cooperate to ensure the timely release of the Letter of Credit. Other than as set forth in this paragraph, neither Landlord nor any of its agents, attorneys or representatives shall take any action or attempt to cause any action to be taken to collect all or any portion of the Landlord Claim from the Debtor and/or the properties and assets of the Debtor's estate.

5. Upon the Landlord's receipt of the Letter of Credit proceeds for the balance of the Landlord's Claim, the Landlord's Claim shall be deemed satisfied in full. Landlord further waives the ability to amend, file and/or seek recovery on the Landlord Claim or any and all other claims that it may have against the Debtor and/or its estate.

6. Except to the extent expressly set forth in paragraph 4 herein, the automatic stay of section 362(a) of the Bankruptcy Code shall remain in full force and effect for all other purposes. Nothing herein shall constitute or operate as a waiver or modification of the automatic stay so as to permit the prosecution against the Debtor of any claims by any person or entity other than Landlord with respect to the Landlord Claim, subject to the limitations set forth herein.

7. The Debtor and BMC are authorized to take any and all actions necessary to effectuate this Stipulation including, without limitation, amending the claims register in the Chapter 11 Case to reflect the terms of this Stipulation.

8. This Stipulation is the entire agreement between the Debtor and Landlord with respect to the subject matter hereof. This Stipulation supersedes any and all agreements, whether written or oral, that may have previously existed between the Parties with respect to the matters set forth herein. No statements, promises, or representations have been made by any Party to any

other, or relied upon, and no consideration has been offered, promised, expected or held out other than as expressly provided for herein.

9. The Parties, by and through their undersigned counsel, each represent and warrant that the undersigned is fully authorized and empowered to execute and deliver this Stipulation on behalf of, and to bind, each Party, as applicable, to the terms and conditions of this Stipulation.

10. Each of the Parties further acknowledges that it has been fully advised with respect to its rights and obligations under this Stipulation by counsel of its own choosing. Each of the Parties has consulted with counsel of its own choosing and has had adequate opportunity to make whatever investigation or inquiry it deems necessary or desirable with respect to the subject matter and terms of this Stipulation.

11. In the event of any ambiguity in this Stipulation, no inferences shall be drawn against any Party on the basis of authorship of this Stipulation.

12. This Stipulation shall be binding and inure to the benefit of the Parties hereto, their successors and assigns. Including without limitation, as to the Debtor, any Chapter 7 or Chapter 11 trustee, plan administrator or estate representative, and as to Landlord, any executor, estate administrator or representative.

13. No modification, amendment or waiver of any of the terms or provisions of this Stipulation shall bind any Party unless such modification, amendment or waiver is in writing, has been approved by the Court, and has been executed by a duly authorized representative of the Party against whom such modification, amendment or waiver is sought to be enforced. If any part of this Stipulation is held to be unenforceable by any court of competent jurisdiction, the unenforceable provision shall be deemed amended to the least extent possible to render it enforceable and the remainder of this Stipulation shall remain in full force and effect.

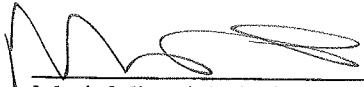
14. This Stipulation shall be governed by and construed in accordance with the Bankruptcy Code and, where not inconsistent, the laws of the State of Delaware, without regard to the conflict of laws principles thereof. This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective successors, assignees, agents, attorneys and representatives.

15. This Stipulation may be executed in one or more counterparts, including by facsimile and/or electronic mail, each of which when so executed shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Stipulation.

16. The Parties acknowledge and agree that the Court shall retain jurisdiction over all disputes concerning or related to the subject matter of this Stipulation.

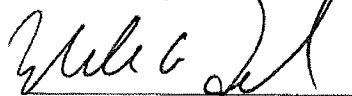
IN WITNESS WHEREOF, the Parties by and through their duly authorized, respective counsel, hereby execute this Stipulation as of the date first written above, intending to be legally bound.

SAUL EWING LLP



Mark Minuti (DE #2659)
Monique Bair DiSabatino (DE #6027)
1201 North Market Street, Suite 2300
P.O. Box 1266
Wilmington, DE 19899-1266
(302) 421-6840 / 6898
(302) 421-5873 / 5864 (Fax)
mminuti@saul.com
mdisabatino@saul.com

LECLAIRRYAN, PLLC



Niclas A. Ferland
545 Long Wharf Drive, Ninth Floor
New Haven, CT 06511
(203) 672-3211
niclas.ferland@leclairryan.com

Counsel for Landlord

-and-

John S. Kaplan (admitted *pro hac vice*)

PERKINS COIE LLP

1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
Telephone: (206) 359-8408
Facsimile: (206) 359-9408
jkaplan@perkinscoie.com

Counsel for Debtor and Debtor in Possession