

AGREEMENT OF LEASE

[REDACTED] 3 BROADWAY ASSOCIATES, L.L.C., Landlord

and

[REDACTED] F USA, INC.,
[REDACTED] a [REDACTED] I [REDACTED] G USA, Tenant

Premises: Entire 8th, 9th and 12th Floors
1333 Broadway
New York, New York

LEASE (this "lease" or "Lease") made as of this 22nd day of September, 2009, between [REDACTED] BROADWAY ASSOCIATES, L.L.C., a New York limited liability company with an address c/o Newmark Knight Frank, 1333 Broadway, New York, New York 10018, hereinafter referred to as "Landlord" and [REDACTED], [REDACTED] a [REDACTED] [REDACTED] G [REDACTED] A, [REDACTED] re [REDACTED] on [REDACTED] h [REDACTED] s [REDACTED] 9 [REDACTED] ay, [REDACTED] w [REDACTED] k, [REDACTED] w [REDACTED] ork 10018, hereinafter referred to as "Tenant".

WITNESSETH:

A. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord those certain premises comprising the entire eighth (8th) floor (the "8th Floor Premises"), the entire ninth (9th) floor (the "9th Floor Premises") and the entire twelfth (12th) floor (the "12th Floor Premises"), as described or outlined on Exhibits A-1, A-2 and A-3, respectively, annexed hereto and made part hereof (said premises are hereinafter collectively referred to as the "demised premises", the "premises" or the "Premises") in the building known as said 1333 Broadway (the building is hereinafter referred to as the "building" or the "Building") in the County, City and State of New York, for a term to commence on the Commencement Date (as defined below), and to expire on October 31, 2023 (the "Expiration Date") (subject to the provisions of Article 17 hereof), or until such term shall sooner end as herein provided, both dates inclusive, upon the terms and conditions hereinafter provided. At Landlord's request, Tenant shall execute, acknowledge and deliver to Landlord an instrument, in form reasonably satisfactory to Landlord, setting forth the Commencement Date, the Rent Commencement Date and the Expiration Date, but Tenant's failure to do so shall not affect the Commencement Date determined in accordance herewith.

B. The term "Commencement Date" with respect to each full floor comprising the Premises shall mean the earlier of (a) the date on which "Phase I" of the "Base Building Work" (as defined in Exhibit B attached hereto and made a part hereof) has (or is deemed to have) been substantially completed therein as determined by Landlord in its sole but reasonable discretion and Landlord has given to Tenant at least five (5) days prior written notice and (b) the date on which Tenant takes possession of any portion of the demised premises for the performance of "Tenant's Installation Work" (as defined in Exhibit C attached hereto and made a part hereof), except as provided in paragraph (C) of Article 17 hereof. The parties hereto agree and acknowledge that (a) except for the work to the ceiling of 9th Floor Premises to be performed pursuant to Section I(6) of Exhibit C hereof, Phase I of the Base Building Work has been completed within the 8th Floor Premises and the 9th Floor Premises, and (b) the 8th Floor Premises and 9th Floor Premises shall be delivered together upon completion of such work within the 9th Floor Premises. Except as may be specifically otherwise provided herein, if substantial completion of the Phase I of the Base Building Work is delayed by reason of any act or omission of Tenant, then Phase I of the Base Building Work shall be deemed to have been substantially completed on the date when, in Landlord's sole but reasonable judgment, Phase I of the Base Building Work would have been substantially completed but for such delay. The terms "substantially completed" and "substantial completion" shall have the meaning set forth in Section I of Exhibit C annexed hereto and made a part hereof. At Landlord's request, Tenant shall execute, acknowledge, and deliver to Landlord an instrument, in form satisfactory to Landlord, setting forth the Commencement Date for each floor, but Tenant's failure to do so shall not affect the Commencement Date as determined by Landlord. As Landlord will deliver the 8th Floor Premises and 9th Floor Premises prior to the 12th Floor Premises, Tenant's obligations hereunder with respect to the 12th Floor Premises only shall be deemed postponed (including, but not limited to, the 12th Floor Premises Rent Commencement Date) until such floor is delivered to Tenant in the condition required hereunder (or such earlier date that Tenant takes possession of such portion of the demised premises for the performance of Tenant's Installation Work therein, except as provided in paragraph (C) of Article 17 hereof).

Landlord and Tenant hereby covenant and agree to the following:

1. **PURPOSE**

Tenant (and its permitted assignees and sublessees) shall use and occupy the demised premises only for general, executive and administrative offices, showroom space for exhibition and sale at wholesale only of apparel, accessories (including, but not limited to, handbags), footwear, textiles, home products, including home furnishings and home textiles, toys and giftware in connection with Tenant's business, any other lawful use ancillary thereto, and for no other purpose. Without limiting the generality of the foregoing, it is expressly understood that no portion of the demised premises shall be used as, by or for (a) retail operations of any retail or branch bank, trust company, savings bank, industrial bank, savings and loan association, credit union or personal loan operation, (b) a public stenographer or typist, (c) a barber shop, beauty shop or beauty parlor, (d) telephone or telegraph agency, (e) a telephone or secretarial service, (f) a messenger service, (g) a travel or tourist agency, (h) an employment agency, (i)