

FILED 01-28-2021

THIS LEASE, dated as of the 30th day of September, 2013, by and between VORNADO 1540 BROADWAY, LLC, a Delaware limited liability company, having an address c/o Vornado Office Management LLC, 888 Seventh Avenue, New York, NY 10019, as landlord, and US RETAIL 1540 BROADWAY [REDACTED] York limited liability company, having an address at c/o Jordache Enterprises, Inc., 1400 Broadway, 15th Floor, New York, New York, as tenant (the Person that holds the interest of the landlord hereunder at any particular time being referred to herein as "Landlord"; subject to Section 18.1(D) hereof, the Person that holds the interest of the tenant hereunder at any particular time being referred to herein as "Tenant").

WITNESSETH:

WHEREAS, Landlord wishes to demise and let unto Tenant, and Tenant wishes to hire and take from Landlord, on the terms and subject to the conditions set forth herein, the premises located in the building that is known by the street address of 1540 Broadway, New York, New York (the "Building"), as shown on Exhibit "A" attached hereto and made a part hereof, consisting of (i) a portion of the Retail Unit on the ground floor of the Building, consisting of approximately 1,244 square feet of usable area (the "Retail Premises"), (ii) a portion of the Retail Unit on the mezzanine level of the Building, consisting of approximately 374 square feet of usable area (the "Mezzanine Storage Premises"), and (iii) a portion of the Retail Unit on the lower level of the Building, consisting of approximately 391 square feet of usable area (the "Lower Level Storage Premises"; the Retail Premises, the Mezzanine Storage Premises and the Lower Level Storage Premises being collectively referred to herein as the "Premises"; the Building, together with the plot of land on which the Building is constructed, being collectively referred to herein as the "Real Property").

WHEREAS, pursuant to the Condominium Declaration, dated April 26, 1990, the Building has been submitted to a condominium form of ownership (the condominium formed by such Condominium Declaration being referred to herein as the "Condominium"), and Landlord is presently the owner of the Base Building Units in which the Premises are located.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the mutual receipt and legal sufficiency of which the parties hereto hereby acknowledge, Landlord and Tenant hereby agree as follows:

Article I
DEMISE, TERM, FIXED RENT

1.1. Demise.

Subject to the terms hereof, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the Premises for the term of approximately ten (10) years to commence on the Commencement Date and to end on July 31, 2023 (the "Fixed Expiration Date"; the Fixed Expiration Date, or such earlier date that the term of this Lease terminates pursuant to the terms hereof or pursuant to law, being referred to herein as the "Expiration Date"; the term commencing on the Commencement Date and ending on the Expiration Date being referred to herein as the "Term").