

LEASE made as of this 9th day of August, 2012, between [REDACTED] Associates L.L.C., a New York limited liability company with an address c/o Newmark Knight Frank, 125 Park Avenue, New York, New York 10017 (hereinafter referred to as "Landlord") and [REDACTED] Trading Corp., a New York corporation with an address at 1400 Broadway, New York, New York 10018 (hereinafter referred to as "Tenant").

WITNESSETH:

Landlord hereby leases to Tenant and Tenant hereby hires from Landlord those certain premises known as certain ground floor space and basement space, each as more particularly depicted by cross-hatching on Exhibit A (which is not necessarily to scale) annexed hereto and made part hereof (said premises are hereinafter referred to as the "demised premises" or the "premises"), in the Building known as [REDACTED] (hereinafter referred to as the "Building") in the County, City and State of New York for a term to commence on the 1st day of September, 2012 (hereinafter referred to as the "Commencement Date") and to expire on the 31st day of August, 2022, or until such term shall sooner end as herein provided, both dates inclusive, upon the terms and conditions hereinafter provided.

For all purposes of this lease the parties agree that the rentable square foot area of the demised premises shall be deemed to be 2,246 rentable square feet irrespective of any disparity between such figure and any actual measurement of such area.

Landlord and Tenant further covenant and agree as follows:

1. PURPOSE

A. Tenant shall use the demised premises solely for the retail sale of men's wear (and tailoring incidental thereto) including, but not limited to, suits and ties, pants, shorts, shirts, socks, belts, jackets, coats, footwear and related accessories, and for no other purpose, such covenant being of the essence of this lease. The use of all or any portion of the demised premises for any activities not directly related to, or in furtherance of, the conduct of Tenant's business shall be a prima facie breach of such covenant. Notwithstanding anything contained herein to the contrary, a breach of such covenant beyond applicable notice and cure periods shall be deemed a material and substantial default by Tenant under this lease for which Landlord shall have all remedies available to it under this lease and under the law, including, without limitation, the right to enforce such covenant by injunctive or other appropriate equitable relief. 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 bank, trust company, savings bank, industrial bank, savings and loan association, credit union or personal loan association or other form of entity, (b) a public stenographer or typist, (c) a barber shop, beauty shop, beauty parlor or manicure parlor, (d) telephone or telegraph agency, (e) a telephone, court reporting, stenographic or secretarial service, (f) a messenger service, (g) a travel or tourist agency, (h) an employment agency, (i) a restaurant or bar, (j) a commercial document reproduction or offset printing service, (k) a public vending machines operation, (l) a retail, wholesale or discount shop for sale of books, magazines, audio or video tapes, CD ROM, DVD ROM, Blu-ray or other devices for the recording or transmitting of audio or visual signals, images, music or speech, electronic equipment and accessories or any other merchandise, (m) a retail service shop, (n) a labor union, (o) a school or classroom, (p) a governmental or quasi-governmental bureau, department or agency, including an autonomous governmental corporation, embassy or consular office of any country or other quasi-autonomous or sovereign organization, whether or not subject to the Foreign Sovereign Immunities Act of 1976, as from time to time amended, or any successor statute, (q) an advertising agency, (r) a firm whose principal business is real estate brokerage, (s) a company engaged in the business of renting office or desk space, (t) any person, organization, association, corporation, company, partnership entity or other agency immune from service or suit in the courts of the State of New York or the assets of which may be exempt from execution by Landlord in any action for damages, (u) a factory of any kind, (v) any use to which increased security costs or insurance premiums payable by Landlord may be attributed (it being acknowledged by Landlord, however, that Tenant's permitted use hereunder shall not cause such increase, or, if so, Tenant shall have no responsibility to pay, or to reimburse, Landlord for the amount of such increase), (w) a payroll office or check cashing operation, (x) a clinic, (y) any manufacturing purpose, (z) any illegal purpose, (aa) a film, radio or video production or broadcasting studio, (bb) sale of wine, ale, beer or other alcoholic beverages kept in the demised premises, (cc) conduct or maintenance of any gambling or gaming activities or any political activities or club activities, whether private or public, (dd) the sale of travelers checks, money orders, drafts, foreign exchange or letters of credit or the receipt of money for transmission, or (ee) a stockbroker's or dealer's office or for the