
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported):

May 21, 2026

ALEXANDERS INC

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other
Jurisdiction of Incorporation)

001-06064

(Commission
File Number)

51-0100517

(IRS Employer
Identification No.)

**210 Route 4 East
Paramus, New Jersey**

(Address of Principal Executive offices)

07652

(Zip Code)

Registrant's telephone number, including area code: (201) 587-8541

Former name or former address, if changed since last report: N/A

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$1 par value per share	ALX	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Approval of the Alexander's, Inc. 2026 Omnibus Stock Plan

On May 21, 2026, at the Annual Meeting of Stockholders of Alexander's, Inc. (the "Company"), the Company's stockholders approved the adoption of the Alexander's, Inc. 2026 Omnibus Stock Plan (the "2026 Plan"). The 2026 Plan supersedes and replaces the Company's 2016 Omnibus Stock Plan (the "2016 Plan") and the allocation of shares thereunder. No additional awards will be made under the 2016 Plan but the terms and conditions of any outstanding awards granted under the 2016 Plan will not be affected.

The 2026 Plan is a broad-based incentive compensation plan that provides for granting stock options, stock appreciation rights, restricted stock units, performance share awards, restricted share awards, and other share-based awards to employees, officers and non-employee directors of the Company and its subsidiaries, employees and non-employee directors of Vornado Realty Trust ("Vornado") and its subsidiaries and such other persons or entities providing services to the Company as may be designated by the Compensation Committee of the Board of Directors. The 2026 Plan gives the Compensation Committee the maximum flexibility to use various forms of incentive awards as part of the Company's overall compensation program.

Subject to adjustments as required or permitted by the 2026 Plan's terms, 500,000 shares of the Company's common stock, par value \$1.00 per share, (the "Shares") are available for issuance under the 2026 Plan, which include 477,121 Shares remaining available for issuance under the 2016 Plan. Awards granted under the 2026 Plan will reduce the available Shares under the 2026 Plan by the number of Shares with respect to which the awards are made; provided that Shares subject to an award that expires unexercised, or that are forfeited, terminated or canceled, in whole or in part, will again be available for grant under the 2026 Plan. Awards that may be settled only in cash will not reduce the available Shares under the 2026 Plan. Non-employee directors of the Company, Vornado or any of their respective subsidiaries shall not be granted during any one year period options to purchase Shares and stock appreciation rights with respect to more than 300,000 Shares in the aggregate or any other awards with respect to more than 300,000 Shares in the aggregate, subject to certain adjustments. Shares subject to an award under the 2026 Plan will not again be made available for issuance or delivery under the 2026 Plan if such Shares are (i) Shares tendered in payment of an option, (ii) Shares delivered or withheld by the Company to satisfy any tax withholding obligation, or (iii) Shares covered by a stock-settled stock appreciation right or other awards that were not issued upon the settlement of the award.

A description of the material terms of the 2026 Plan was included in the Company's definitive proxy statement for the Annual Meeting of Stockholders, which was filed with the Securities and Exchange Commission on April 7, 2026. The foregoing description of the 2026 Plan does not purport to be complete and is qualified in its entirety by reference to the full text of the 2026 Plan, a copy of which is filed as Exhibit 10.2 hereto and incorporated by reference herein.

Item 5.07. Submission of Matters to a Vote of Security Holders.

On May 21, 2026, Alexander's, Inc. (the "Company") held its 2026 Annual Meeting of Stockholders (the "Meeting"). As of March 23, 2026, the record date for stockholders entitled to vote at the Meeting, there were 5,107,290 shares of common stock, par value \$1.00 per share (the "Shares") outstanding and entitled to vote. Of the Shares entitled to vote at the Meeting, 4,750,166, or approximately 93.01% of the Shares, were present or represented by proxy. There were four matters presented and voted on. Set forth below is a brief description of each matter voted on and the voting results with respect to each such matter.

Proposal 1 – Election of three nominees to serve on the Board of Directors for a three-year term and until their respective successors are duly elected.

Nominee	For	Withheld	Broker Non-Votes
Thomas R. DiBenedetto	4,133,474	304,109	312,583
Mandakini Puri	4,331,357	106,226	312,583
Russell B. Wight Jr.	4,148,104	289,479	312,583

Proposal 2 – Approval of the 2026 Omnibus Stock Plan of Alexander’s, Inc.

	<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
Votes Cast	4,145,387	290,016	2,180	312,583

Proposal 3 – Non-binding advisory vote on executive compensation paid to our named executive officers.

	<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
Votes Cast	4,158,627	269,192	9,764	312,583

Proposal 4 – Ratification of Deloitte & Touche LLP as the Company’s independent registered public accounting firm for the fiscal year 2026.

	<u>For</u>	<u>Against</u>	<u>Abstain</u>
Votes Cast	4,709,348	40,195	623

In addition to the three nominees who were re-elected to serve on the Company’s Board of Directors, Steven Roth, David M. Mandelbaum, Wendy A. Silverstein, and Arthur I. Sonnenblick continue to serve as Directors after the Meeting.

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Form of Alexander’s Inc. 2026 Omnibus Stock Plan Deferred Stock Unit Grant Agreement between the Company and certain employees.
10.2	Alexander’s, Inc. 2026 Omnibus Stock Plan (incorporated by reference to Annex A to the Alexander’s, Inc. definitive proxy statement on Schedule 14A for its 2026 Annual Meeting of Stockholders filed on April 7, 2026)
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ALEXANDER'S, INC.
(Registrant)

By: /s/ Gary Hansen
Name: Gary Hansen
Title: Chief Financial Officer (duly
authorized officer and principal financial and
accounting officer)

Date: May 21, 2026

**ALEXANDER’S, INC. 2026 OMNIBUS STOCK PLAN
DEFERRED STOCK UNIT GRANT AGREEMENT**

DEFERRED STOCK UNIT GRANT AGREEMENT (the “Grant Agreement”) made as of date set forth on Schedule A hereto between ALEXANDER’S, INC., a Delaware corporation (the “Company”), and the director of the Company’s Board named on Schedule A (the “Grantee”).

RECITALS

A. In accordance with the Alexander’s, Inc. 2026 Omnibus Stock Plan, as it may be amended or modified from time to time (the “Plan”), the Company desires in connection with the Grantee’s service as a member of the Board of Directors of the Company, to provide the Grantee with an opportunity to acquire the Company’s common shares, par value \$1.00 per share (the “Shares”), and thereby provide additional incentive for the Grantee to promote the progress and success of the business of the Company and its subsidiaries.

B. Schedule A hereto sets forth certain significant details of the deferred stock unit grant herein and is incorporated herein by reference. Capitalized terms used herein and not otherwise defined have the meanings provided by the Plan.

NOW, THEREFORE, the Company and the Grantee hereby agree as follows:

AGREEMENT

1. Grant of Restricted Stock. On the terms and conditions set forth herein, as well as the terms and conditions of the Plan, the Company hereby grants to the Grantee such number of deferred stock units as is set forth on Schedule A (the “DSUs”). Each DSU constitutes an unfunded and unsecured promise of the Company to deliver (or cause to be delivered) to Grantee, subject to the terms and conditions of this Grant Agreement, one Share on the Delivery Date as provided herein. Except as provided in Paragraph 3, until such delivery, Grantee shall have only the rights of a general unsecured creditor and no rights as a shareholder of the Company. This grant is subject to all terms and provisions of the Plan and this Grant Agreement.

2. Delivery.

(a) In General. Except as provided below in this Paragraph 2 and subject to Paragraphs 5 and 12, the Delivery Date shall be on the third business day following the date on which Grantee ceases to be a member of the Board of Directors of the Company.

(b) Death. Notwithstanding any other Paragraph of this Grant Agreement (except Paragraph 12), if Grantee dies prior to the Delivery Date, the Shares corresponding to Grantee’s outstanding DSUs shall be delivered to the representative of Grantee’s estate as soon as practicable after the date of death and after such documentation as may be requested by the Committee is provided to the Committee. The Committee may adopt procedures pursuant to which Grantee may be permitted to

specifically bequeath some or all of his or her outstanding DSUs under Grantee's will to an organization described in Sections 501(c)(3) and 2055(a) of the Code (or such other similar charitable organization as may be approved by the Committee).

3. Dividend Equivalent Rights. Prior to the delivery of Shares pursuant to this Grant Agreement, at the time of distribution of any cash dividend, including any regular cash dividends and extraordinary cash dividends, paid by the Company in respect of the Common Stock, Grantee shall be entitled to receive an amount in cash equal to such cash dividend payment as would have been made in respect of the Shares not yet delivered, as if the Shares had been actually delivered.

4. Non-transferability. Except as may otherwise be provided in this Paragraph or as otherwise may be provided by the Committee, the limitations set forth in Section 14 of the Plan shall apply to this Grant. Any purported transfer or assignment in violation of the provisions of this Paragraph 4 or Section 14 of the Plan shall be void. The Committee may adopt procedures pursuant to which Grantee may transfer some or all of his or her DSUs through a gift for no consideration to any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, any person sharing the recipient's household (other than a tenant or employee), a trust in which these persons have more than 50% of the beneficial interest, and any other entity in which these persons (or the recipient) own more than 50% of the voting interests.

5. Valuation, Consents and Legends.

(a) For purposes of the Company's reporting obligations, the fair market value of a Share will equal the average of the high and low of the Company's Share price on the Delivery Date.

(b) Grantee's rights in respect of the DSUs are conditioned on the receipt to the full satisfaction of the Committee of any required consents that the Committee may determine to be necessary or advisable.

(c) The Company may affix to Certificates representing Shares issued pursuant to this Grant Agreement any legend that the Committee determines to be necessary or advisable. The Company may advise the transfer agent to place a stop order against any legended Shares.

6. Notice. Any notice to be given to the Company shall be addressed to the Secretary of the Company at 888 Seventh Avenue, New York, New York 10019 and to the Chief Financial Officer at 210 Route 4 East, Paramus, New Jersey 07652 and any notice to be given the Grantee shall be addressed to the Grantee at the Grantee's address as it appears on the records of the Company, or at such other address as the Company or the Grantee may hereafter designate in writing to the other.

7. Governing Law. This Grant Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without references to principles of conflict of laws.

8. Successors and Assigns. This Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and any successors to the Company and any successors to the Grantee by will or the laws of descent and distribution, but this Grant Agreement shall not, except as provided in Paragraph 4, be assignable or otherwise subject to hypothecation by the Grantee.

9. Severability. If, for any reason, any provision of this Grant Agreement is held invalid, such invalidity shall not affect any other provision of this Grant Agreement not so held invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any provision of this Grant Agreement shall be held invalid in part, such invalidity shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all other provisions of this Grant Agreement, shall to the full extent consistent with law continue in full force and effect.

10. Amendments; Plan Governs. This Grant Agreement may not be amended except in writing signed by the Company and the Grantee. Notwithstanding the foregoing, this Grant Agreement may be amended in writing signed only by the Company to: (a) correct any errors or ambiguities in this Grant Agreement; and/or (b) to make such changes that do not materially adversely affect the Grantee's rights hereunder. This grant shall in no way affect the Grantee's participation or benefits under any other plan or benefit program maintained or provided by the Company. This Agreement and the Plan constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. In the event of a conflict between this Grant Agreement and the Plan, the Plan shall govern.

11. No Right to Continued Employment or Service. Nothing herein shall imply that any right of the Grantee to remain in the service of the Company, whether as an employee, director or in any other capacity.

12. Compliance of Grant Agreement and Plan with Section 409A. The provisions of this Paragraph 12 apply to Grantee only if Grantee is a United States taxpayer.

(a) References in this Grant Agreement to "Section 409A" refer to Section 409A of the Code, including any amendments or successor provisions to that Section and any regulations and other administrative guidance thereunder, in each case as they, from time to time, may be amended or interpreted through further administrative guidance. This Grant Agreement and the Plan provisions that apply to this Grant are intended and shall be construed to comply with Section 409A (including the requirements applicable to, or the conditions for exemption from treatment as, a "deferral of compensation" or "deferred compensation" as those terms are defined in the regulations under Section 409A ("409A deferred compensation"), whether by reason of short-term deferral treatment or other exceptions or provisions). The Committee shall have full authority to give effect to this intent. To the extent necessary to give effect to this intent, in the case of any conflict or potential inconsistency between the provisions of the Plan and this Grant Agreement, the provisions of this Grant Agreement shall govern, and in the case of any conflict or

potential inconsistency between this Paragraph 12 and the other provisions of this Grant Agreement, this Paragraph 12 shall govern.

(b) Delivery of Shares shall not be delayed beyond the date on which all applicable conditions or restrictions on delivery of Shares in respect of Grantee's DSUs required by this Grant Agreement (including, without limitation, those specified in Paragraphs 5(a) and (b)) are satisfied, and shall occur by December 31 of the calendar year in which the Delivery Date occurs unless, in order to permit such conditions or restrictions to be satisfied, the Committee elects, pursuant to Treasury Regulations section ("Reg.") 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted in accordance with Section 409A, to delay delivery of Shares to a later date as may be permitted under Section 409A, including, without limitation, Regs. 1.409A-2(b)(7) and 1.409A-3(d).

(c) Notwithstanding the provisions of Paragraph 2(a), to the extent necessary to comply with Section 409A, any Shares that the Company may deliver in respect of Grantee's DSUs shall not have the effect of deferring delivery or payment, income inclusion, or a substantial risk of forfeiture, beyond the date on which such delivery, payment or inclusion would occur or such risk of forfeiture would lapse, with respect to the Shares that would otherwise have been deliverable (unless the Committee elects a later date for this purpose pursuant to Reg. 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted under Section 409A, including, without limitation and to the extent applicable, the subsequent election provisions of Section 409A(a)(4)(C) of the Code and Reg. 1.409A-2(b)).

(d) Notwithstanding the timing provisions of Paragraph 3 (b), the delivery of Shares referred to therein shall be made after the date of death and during the calendar year that includes the date of death (or on such later date as may be permitted under Section 409A).

(e) Notwithstanding any provision of Paragraph 3 to the contrary, the dividend equivalent rights described in Paragraph 3 with respect to each of Grantee's outstanding DSUs shall be paid to Grantee within the calendar year that includes the date of distribution of any corresponding cash dividends paid by the Company in respect of a Share the record date for which occurs on or after the Grant Date. The payment shall be in an amount (less applicable withholding) equal to such dividend payment as would have been made in respect of the Shares underlying such outstanding DSUs.

(f) Delivery of Shares in respect of this grant may be made, if and to the extent elected by the Committee, later than the Delivery Date or other date or period specified hereinabove (but, in the case of any grant that constitutes 409A deferred compensation, only to the extent that the later delivery is permitted under Section 409A).

13. Headings. The headings of paragraphs hereof are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Grant Agreement.

14. Counterparts. This Grant Agreement may be executed in multiple counterparts with the same effect as if each of the signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

[signature page follows]

IN WITNESS WHEREOF, this Deferred Stock Unit Grant Agreement has been executed by the parties hereto as of the date and year first above written.

ALEXANDER'S, INC.

By: _____

Name: Gary Hansen

Title: Senior Vice President, Chief Financial Officer

Name:

**SCHEDULE A TO
DEFERRED STOCK UNIT GRANT AGREEMENT**

Date of Deferred Stock Unit Grant Agreement:

Name of Grantee:

Number of Deferred Stock Units (“DSUs”) Subject to Grant:

Grant Date:

Initials of Company representative: _____

Initials of Grantee: _____