



18

CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

(203) 797-4518
(203) 796-8043 FAX

PLEASE REPLY TO:

November 15, 2004

Hon. Mayor Mark D. Boughton
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: Proposed Lease Agreement
UB Danbury/City of Danbury
20 Backus Avenue/Parking areas

Dear Mayor and Council:

Last February, a committee of this Council met on the above matter in order to consider a lease renewal, or new lease, for property (adjacent to and behind Boston Billiards) owned by the City and used by the petitioner for its retail customer parking.

At that time, the committee directed us to return with a proposal for one lease for the two parking sites (we presently have two separate leases) with certain other adjustments in terms and conditions. The attached proposal as drafted by and from UB Danbury reflects their intentions with respect to the future use of the premises and incorporates many of the issues discussed earlier.

While the proposed lease has been reviewed by this office and by the assessor, the committee (or a successor committee) will wish to take a look at it and determine whether it comports with what is desired for this site and ask any necessary questions.

Please do not hesitate to contact us in the event you have any questions.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

Attachment

cc: Eric L. Gottschalk, Deputy Corporation Counsel
Dena Diorio, Finance Director
Colleen M. Velez, Tax Assessor
Paul D. Estefan, Airport Administrator
Luisa Caycedo-Kimura (UB Danbury)

Llp/ubdanburylease3

GROUND LEASE AGREEMENT

Between

CITY OF DANBURY, Landlord

and

UB DANBURY, INC., Tenant

Danbury, Connecticut

LEASE AGREEMENT

TABLE OF CONTENTS

		Page No.
Article I	Basic Lease Provisions	3
Article II	Definitions and Exhibits	4
Article III	Demised Premises	4
Article IV	Lease Term	4
Article V	Improvements	5
Article VI	Commencement and Delivery	5
Article VII	Use and Operation	5
Article VIII	Gross Rent	5
Article IX	Maintenance	6
Article X	Indemnity and Insurance	6
Article XI	Assignment and Subletting	6
Article XII	Condemnation	7
Article XIII	Default	7
Article XIV	Miscellaneous	7

LEASE

THIS LEASE AGREEMENT ("Lease") is made and entered into to be effective as of the ____ day of _____, 2004 by and between CITYOF DANBURY, a municipal corporation of the State of Connecticut, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized, ("Landlord"), and UB DANBURY, INC., a Connecticut corporation ("Tenant").

WITNESSETH:

IN CONSIDERATION of mutual covenants hereinafter contained, and each act performed hereunder by either of the parties, Landlord and Tenant agree as follows:

ARTICLE I
BASIC LEASE PROVISIONS

Section 1.01. Basic Lease Provisions. This Article I is an integral part of this Lease and all of the terms hereof are incorporated into this Lease in all respects. In addition to the other provisions which are elsewhere defined in this Lease, the following, whenever used in this Lease, shall have the meanings set forth in this Article I:

- (a) Shopping Center: Airport Plaza, 20-30 Backus Avenue, situated in the city of Danbury, the state of Connecticut.
(b) Premises: Two parcels of undeveloped real property (herein "Parcel #1" and "Parcel #2") adjacent to the Shopping Center described in (a) above, shown on the property survey map in Exhibit A, the legal descriptions of the parcels are found in Exhibit A-1 (Articles II and III).
(c) Permitted Use: (i) Parking of automobiles and motor vehicles belonging to Tenant's employees, invitees, occupants or owners, and by the employees, invitees, occupants or owners of the tenants and occupants of the Shopping Center described in Section 1.01 (a) (Article VII).
(d) Lease Term: 23 Lease Years (Article IV).
(e) Commencement Date: _____, 2004 (Article VI).
(f) Expiration date: 23 Lease Years following the Commencement Date (Article IV).
(g) Gross Rent during Lease Term: (Article VIII).

Table with 4 columns: Lease Year(s), Annual Rent, Monthly Rent. Rows for years 1-2, 3-4, 5-9, 10-14, 15-19, 20-23.

- (h) Security Deposit: \$0.
(i) Leasehold Improvements: (Article V).
(j) Tenant Insurance: (Article XI).
Comprehensive General Liability: \$1M combined single limit
(k) Estoppel
(l) Subordination.
(m) Notice Address: (Article XVII).

Landlord: _____

Tenant: UB Danbury, Inc.
321 Railroad Avenue
Greenwich, CT 06830
Attn: Vice President,
Retail Management

With a copy to:
Urstadt Biddle Properties Inc.
321 Railroad Avenue
Greenwich, CT 06830
Attn: General Counsel

- (n) Options to Renew: (Article XVII).
Four (4) independent consecutive periods of five (5) years each (each such period hereinafter, "Renewal Term").

Gross Rent during Renewal Term(s):

Table with 4 columns: Lease Year(s), Annual Rent, Monthly Rent. Rows for years 24-28, 29-33, 34-38, 39-43.

Section 1.02. Significance of Basic Lease Provisions. References to Articles appearing in Section 1.01 are intended to designate other places in this Lease where additional provisions applicable to the particular Basic Lease Provision appear. Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.01 shall be construed to incorporate all of the terms provided for under such Basic Lease Provisions and such Basic Lease Provisions shall be read in conjunction with all other provisions of this Lease applicable thereto.

ARTICLE II
DEFINITIONS AND EXHIBITS

Section 2.01. Defined Terms. Wherever used in this Lease, the following terms shall have the following meanings:

(a) "SHOPPING CENTER" shall mean those buildings, land and common areas owned, leased or controlled by Tenant herein which comprise the Shopping Center identified in Section 1.01 and shown on the Site Plan attached hereto as Exhibit A.

(b) "DEMISED PREMISES" (also "PREMISES") shall mean the both parcels of undeveloped real property leased to Tenant by Landlord and shown crosshatched on the Site Plan attached hereto as Exhibit A and described in Exhibits A-1 and A-2.

(c) "LEASE YEAR" shall mean each consecutive twelve-month period comprising the Lease Term or any Renewal Term, provided however, the first Lease Year shall also include the period from the end of the twelve month period just described to the end of next May 31st. Each Lease Year thereafter shall be a successive period of twelve (12) calendar months.

(d) "PARTIAL LEASE YEAR" shall mean any period of less than twelve (12) full calendar months included within the Lease Term.

(e) "PREMISES" (see Demised Premises).

Section 2.02. Exhibits. The following Exhibits are attached hereto and made a part of this Lease:

Exhibit "A" – Property Survey Map

Exhibit "A-1" – Legal Description of Parcels #1 and #2

ARTICLE III
PREMISES

Section 3.01. Demise of Premises. In consideration of the payment of all rentals and the performance of the covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, subject to all conditions and easements of record, for the Lease Term and upon the terms and conditions set forth in this Lease, the Premises set forth in Section 1.01.

ARTICLE IV
LEASE TERM

Section 4.01. Lease Term. The Term of this Lease shall be for 23 Lease Years and shall commence on the Commencement Date and end on the Expiration Date set forth in Section 1.01, unless extended or terminated as provided herein. Such time period shall be referred to herein as "Term" or "Lease Term".

Section 4.02. Return of Premises. Unless sooner terminated as provided in this Lease, on the last day of the Term hereof or any permissible extended term of this Lease, Tenant shall quit and surrender the Premises, free of all personal property of Tenant, in the same condition as exists on the Commencement Date, excepting ordinary wear and tear, parking, light fixtures and similar improvements.

Section 4.03. Holding Over. Sixty (60) days prior to the last day of the Term hereof or any permissible extended term of this Lease, provided Tenant has not given Landlord notice of its intention to exercise any one or more of the options set forth in Section 1.01 for that term following ("Notice of Exercise"), Landlord shall give notice to Tenant ("Landlord's Notice") that Tenant has failed to give Notice of Exercise, and Tenant's time to give Notice of Exercise shall continue until the date which is sixty (60) days after Tenant's receipt of Landlord's Notice. If Landlord shall not have given Landlord's Notice on or before the date which is sixty (60) days before the Expiration Date, the Term of this Lease shall be automatically extended past the Expiration Date to the date which is sixty (60) days after the date such Landlord's Notice is given, under the same terms and conditions there existing, subject, however, to Tenant's right after the Expiration Date to terminate this Lease on sixty (60) days notice to Landlord. If there are no options remaining under the terms of this Lease, sixty (60) days prior to the last day of the last Extended Term available under this Lease, Landlord shall give notice to Tenant of the Expiration Date of that last Extended Term. If Landlord shall not have given such notice to Tenant on or before the date which is sixty (60) days before that Expiration Date, the Term of this Lease shall be automatically extended past the Expiration Date to the date which is sixty (60) days after the date such notice is given by Landlord, under the same terms and conditions there existing.

ARTICLE V
IMPROVEMENTS

Section 5.01. Tenant Improvements. Tenant shall have the right, at its own cost and expense, to construct on any part or all of the Demised Premises, at any time and from time to time, such parking areas, driveways, walks and other similar improvements and make such alterations, changes, replacements, improvements and additions in and to the Demised Premises and improvements thereon as Tenant shall from time to time determine, provided that the same

shall be in compliance with the Permitted Use set forth in Section 1.01, and consistent with the regulations of the City of Danbury Airport Commission and the Federal Aviation Administration.

Section 5.02. Construction Liens. If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money, but excluding any lien for Real Estate Taxes, shall be filed against Landlord or any portion of the Demised Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record, or bonded, within ninety (90) days after written notice from Landlord to Tenant of the filing thereof, unless Tenant determines in good faith to contest the amount or validity of the claim, in which event Tenant shall proceed to contest any such claim.

ARTICLE VI
COMMENCEMENT AND DELIVERY

Section 6.01. Commencement Date. Tenant shall be obligated to commence the payment of Gross Rent on the Commencement Date set forth in Section 1.01.

Section 6.02. Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant on or before the Commencement Date.

ARTICLE VII
USE AND OPERATION

Section 7.01. Permitted Use. The Premises shall be used and occupied only for the Permitted Use set forth in Section 1.01.

Section 7.02. Tenant Covenants. Tenant hereby covenants and agrees to and with Landlord, that throughout the Term hereof, it shall keep the Premises in compliance with all applicable laws, ordinances, codes and regulations, and to the extent not inconsistent with applicable laws, ordinances or regulations, maintain the Premises in a neat, clean, and safe condition.

Section 7.03 Landlord's Reservation. Landlord reserves the right to park cars, in common with Lessee, on the leased premises, provided said parking (i) shall be for the limited purpose of providing occasional recreational field parking during the season when the adjacent property, which is owned by Landlord, is used by the Landlord for a recreational field, (ii) is limited to the days on which the recreational field is used by the Landlord or its assigns (ii) shall be limited to the demised premises and not to other adjacent premises of Lessee, and (iii) shall not be unreasonable or unduly burden Tenant's use of the Premises as set forth in Section 1.01. In connection with the above, Tenant grants to Landlord the right to pass vehicles over a driveway from Backus Avenue to the Premises for the limited purpose of parking vehicles on the Premises, subject to the limitations set forth above. Landlord shall indemnify and hold the Tenant harmless from any claim of injury to person or property arising out of the use of the demised premises for parking or the use of the driveway from Backus Avenue to the demised premises for purposes of such parking. At Tenant's option, a fence may be erected along the boundary line of the Premises as a separating fence from the adjacent property owned by Landlord provided that a proper gate or passageway allowing pedestrian access to the recreational field from the demised premises be maintained.

ARTICLE VIII
GROSS RENT

Section 8.01. Gross Rent. For and during the Term of this Lease, Tenant hereby covenants and agrees to pay to the Landlord, in equal monthly installments, in advance, on the first day of each and every calendar month, in lawful money of the United States, the Gross Rent provided for in Section 1.01, at Landlord's office or such other place as Landlord may have given written notice to Tenant at least thirty (30) days in advance.

Section 8.02. Gross Lease. It is the intention of the parties that the rent payable hereunder shall be gross, so that there shall be no payments due from Tenant under the Lease excepting Gross Rent as provided above.

ARTICLE IX
MAINTENANCE

Section 9.01. Maintenance by Tenant. Tenant assumes responsibility for the condition and maintenance of the Premises, and Landlord shall have no responsibility with respect thereto and shall have no liability for damage to the property of Tenant or any occupant of the Premises or any portion thereof on account of or for any reason whatsoever, except as set forth in Section 7.03 or as caused by the negligent acts or omissions of Landlord, its agents, employees or invitees.

ARTICLE X
INDEMNITY AND INSURANCE

Section 10.01. Indemnification. Tenant shall indemnify and hold harmless Landlord, its partners, agents, employees, officers, directors and shareholders from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, costs and expenses, including reasonable attorneys' fees and costs, arising out of the willful misconduct or negligence of, Tenant, its contractors, licensees, agents, servants, employees, guests or invitees or arising from any breach or default under this Lease by Tenant. This indemnification shall survive termination of this Lease. This provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence of Landlord, or its partners, officers, contractors, licensees, agents or employees.

Section 10.02. Tenant's Insurance. Tenant covenants and agrees that during the entire Term of this Lease, Tenant, at its sole cost and expense, shall carry and maintain comprehensive general liability insurance, including personal injury liability, with respect to the use and occupation of the Premises, providing coverage for a combined single limit of ONE MILLION DOLLARS (\$1,000,000.00).

Section 10.03. Policy Requirements. Each insurance policy required of Tenant hereunder shall name Landlord and the Danbury Aviation Commission as additional insured, and be with an insurance company licensed to do business in the State of Connecticut.

Section 10.04. Additional Hazards. Tenant agrees that it will not commit any act or keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form "All Risk Coverage" insurance policy required to be carried by Landlord, and Landlord shall have the right to require Tenant to discontinue any such act and to remove any such article if Tenant fails to remove the same in a timely manner upon request.

Section 10.05. Mutual Release. Without limiting any waiver of liability, release, indemnity or other provision herein, Landlord and Tenant hereby release each other, and their respective agents, managers, beneficiaries, shareholders, trustees, directors, officers, employees, contractors, workers and those for whom each is respectively in law responsible, from any and all liability for losses, damages and claims of any kind to the extent of all insurance proceeds paid to or on behalf of the Landlord or Tenant, as the case may be, under (i) the policies of insurance maintained by Landlord or Tenant, as the case may be, as required under this Lease or which would have been paid if Landlord or Tenant, as the case may be, had maintained the insurance it is required to maintain under this Lease and had diligently processed any claims thereunder and (ii) any policies of insurance coverage otherwise maintained by Landlord or Tenant, as the case may be.

ARTICLE XI **ASSIGNMENT AND SUBLETTING**

Section 11.01. Landlord's Consent Required. Except as provided in Section 11.02 below, Tenant, and Tenant's legal representatives or successors in interest to any part or the whole of the Premises, shall not mortgage, pledge, encumber, franchise, assign or in any manner transfer this Lease or any of its rights hereunder (hereinafter collectively referred to as an "Assignment"), nor shall the Tenant permit the Premises or any part thereof to be sublet, used or occupied for the conduct of any business by any person or entity other than Tenant (hereinafter collectively referred to as a "Sublease") without the prior written consent of the Landlord, and Landlord shall not unreasonably withhold or delay its consent to any Assignment or Sublease. Any sale or other transfer shall be an Assignment for purposes of this Article.

Section 11.02. Permitted Transfers. Notwithstanding anything to the contrary contained herein, upon written notice to Landlord, Tenant may assign this Lease without need of the prior consent of the Landlord if such Assignment is made to any person or company acquiring Tenant's fee interest in the land immediately adjacent to the Premises, or to any wholly-owned subsidiary or its parent corporation, or to any person or company holding a majority ownership interest in Tenant's stock, or to any company into which the Tenant may be merged or consolidated so long as substantially all the assets then held by Tenant become the property of the continuing entity.

ARTICLE XII **CONDEMNATION**

Section 12.01. Effect of Taking. In the event the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, this Lease shall terminate as to the part so taken on the date possession is yielded to such public authority. For the purposes of this Article, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain. In the event the portion of the Premises so taken substantially impairs the usefulness of the Premises for the purposes hereinbefore granted to Tenant, or exceeds fifteen percent (15%) of the Demised Premises, then Tenant shall have the right, but not the obligation, to terminate this lease by giving written notice of such termination to Landlord on or prior to the date one hundred and eighty (180) days after the date of such taking. Upon the giving of such notice of termination, the term of this lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration-date of the term of this lease. In the event the lease shall terminate or shall be terminated, the rental shall, if and when necessary, be adjusted to the day of the taking and neither party shall have any further rights or liabilities under this Lease. If this Lease is not terminated as above provided following any such taking, a proportionate adjustment shall be made to the Gross Rent based on the proportion of Premises remaining as compared to the original Premises.

Section 12.02. Awards. (i) In the event of a taking resulting in the termination of this Lease pursuant to the provisions of Section 12.01, all awards shall be to Tenant to the extent of the then value of Tenant's leasehold interest in the Demised Premises and any improvements constructed by Tenant in the Demised Premises, as determined by the condemning authority, plus any expenses and costs, including attorneys' fees, incurred by Tenant in connection with the taking. The entire balance then remaining shall be paid to Landlord. (ii) All compensation due to Landlord and Tenant upon a partial taking not resulting in the termination of this Lease, shall be paid to Tenant for the purpose of paying the cost of such restoration or improvements on the Demised Premises as Tenant chooses to perform, and to compensate Tenant for any loss of business by Tenant as a result of such taking. In the event that the parties hereto agree that only a portion of the aggregate award is sufficient to so restore, then only such portion as agreed upon shall be paid to Tenant for such purpose and the balance shall be distributed as provided in paragraph (i) of this Section.

ARTICLE XIII
DEFAULT

Section 13.01 Default. (a) In the event any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Tenant's failure to pay an installment of Gross Rent when the same shall be due and payable and the continuance of such failure for a period of twenty (20) days after receipt by Tenant of two separate notices in writing from Landlord specifying in detail the nature of such failures, such notices being at least ten (10) days apart; or (2) Tenant's failure to perform any of the other covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of same for a period of sixty (60) days after receipt by Tenant of notice in writing from Landlord specifying in detail the nature of such failure, and provided Tenant shall not cure said failure as provided in paragraph (b) of this Section 26; then, Landlord may, at its option, give to Tenant a notice of election to end the term of this lease upon a date specified in such notice, which date shall be not less than ten (10) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by Tenant of such notice from Landlord, and upon the date specified in said notice, the term and estate hereby vested in Tenant shall cease and any and all right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed.

(b) In the event that Landlord gives notice of default of such a nature that it cannot be cured within such sixty (60) day period, then such default shall not be deemed to continue so long as Tenant, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. No default shall be deemed to continue if and so long as Tenant shall be so proceeding to cure the same in good faith; or be delayed in or prevented from curing the same by any cause beyond Tenant's control.

(c) Notwithstanding anything to the contrary contained in this Section XIII, in the event that any default(s) of Tenant shall be cured in any manner hereinabove provided, such default(s) shall be deemed never to have occurred and Tenant's rights hereunder shall continue unaffected by such default(s).

ARTICLE XIV
MISCELLANEOUS

Section 14.01. Entire Agreement. This Lease contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, warranties, or representations, oral or written, other than as herein set forth. No dealings between the parties or custom shall be permitted to contradict or modify the terms hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

Section 14.02. Notices. Any notice, demand, consent, approval, request or other communication permitted or required to be given under this Lease shall be delivered personally or sent by either United States certified mail, return receipt requested, postage prepaid, or an established overnight mail delivery service and shall be addressed (i) if to Landlord at the address provided in Section 1.01 for Landlord or at such other address as Landlord may designate by written notice and (ii) if to Tenant at the address provided in Section 1.01 or at the Premises or at such other address as Tenant shall designate by written notice. Notices shall be effective upon delivery unless delivery is refused or cannot be made, in which event notice shall be effective on mailing. Landlord's attorney shall, on behalf of Landlord, have the authority to give and execute any notice or other communication permitted or required hereunder.

Section 14.03. Accord and Satisfaction. No payment to or receipt by Landlord of a lesser amount than the then amount of Gross Rent or other charges required to be paid hereunder shall be deemed to be other than on account of the earliest amount of such obligation then due hereunder. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check in payment without prejudice to its right to recover the balance of any sums owed by Tenant hereunder or pursue any other remedy provided in this Lease or available at law or in equity.

Section 14.04. Quiet Enjoyment. Landlord represents and warrants to Tenant that it has fee simple title to the Demised Premises and the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it hereunder. Landlord further represents and warrants to Tenant: (i) that the Demised Premises is free from all encumbrances, liens, defects in title, violations of law, leases, tenancies, easements, restrictions and agreements; (ii) that at the time of Delivery of the Premises, sole and undisturbed physical possession of the entire Demised Premises will be delivered to Tenant free and clear of all liens, defects in title, encumbrances, restrictions, agreements, easements, tenancies and violations of law. Landlord hereby covenants and agrees that if Tenant shall pay the Gross Rent herein provided for and perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Term hereof have the peaceful and quiet enjoyment and possession of the Premises, subject to all the provisions of this Lease, save and except in the event of the taking of said Premises by public authority as hereinbefore provided. If Landlord shall be in default of any covenants or representations under this section, in addition to any and all remedies Tenant may have in law and/or equity, Tenant may terminate this lease upon written notice to the Landlord.

Section 14.05. Section Headings. The section headings and title headings contained herein are for convenience only and do not define, limit, construe or amplify the contents of such sections.

Section 14.06. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Connecticut and any suit or cause of action brought to enforce the terms hereof shall be heard in the appropriate court of Connecticut. If any part of this Lease shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect or impair any other provision.

Section 14.7. Successors and Assigns. This Lease shall bind and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

Section 14.8. Broker. Landlord and Tenant warrant and represent, each to the other, that there was no broker or agent instrumental in consummating this Lease. Each party agrees to indemnify and hold harmless the other against any claims for brokerage or other commissions arising by reason of a breach of this representation and warranty.

Section 14.9. No Joint Venture. The terms of this Lease shall not be interpreted to mean that Landlord and Tenant are partners or joint venturers; it being understood that the relationship of the parties hereto is that of landlord and tenant.

Section 14.10. Tenant Defined, Use of Pronoun. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed though not in each case fully expressed.

Section 14.11. Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing or to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

Section 14.12. Options to Renew. Tenant is hereby granted four (4) consecutive five (5) year options to renew the Term of this Lease for the periods set forth in Section 1.01, commencing on the day after the Expiration Date of the then existing Term or Renewal Term, as the case may be. If Tenant elects to exercise any one or more of said options, it shall do so by giving notice of such election to Landlord at any time during the term of this Lease (including any Renewal Term) on or before the date which is one hundred twenty (120) days prior to the commencement of the Renewal Term(s) for which such election is exercised. If Tenant shall not give notice of such election to landlord by such date in respect of any Renewal Term, Landlord shall give notice to Tenant that Tenant has failed to give such notice, and Tenant's time to give notice of such election shall continue until the date which is sixty (60) days before the Expiration Date, the term of this Lease shall be automatically extended past the Expiration Date to the date which is sixty (60) days after the date such notice is given by Landlord, subject, however, to Tenant's right after the Expiration Date to terminate this Lease on sixty (60) days notice to landlord. If Tenant exercises any of said extension options, the term hereof shall be automatically extended for the Renewal Term covered thereby without the necessity for execution of any further lease instrument or agreement. Such Extension Period(s) shall be upon the same terms and conditions as set forth herein, except as otherwise provided in Section 1.01 of this Lease.

Section 14.13. Payment of Real Estate Taxes. Landlord shall be solely responsible for the payment of any and all Real Estate Taxes, as herein after defined, imposed against the Demised Premises, due now or to become due for and during the Term of this Lease, including any extension or Renewal Term.

Section 14.14. Definition of Real Estate Taxes. The term "Real Estate Taxes" shall mean and include any and all governmental charges, licenses, levies, fees, taxes or assessments, of every kind and nature whatsoever, which during the Lease Term, extension, or any Renewal Term, are levied, assessed, become due and payable and are imposed against the Demised Premises or any portion thereof, or against Landlord by reason of its ownership of the Demised Premises and its receipt of rents therefrom, extraordinary as well as ordinary, foreseen and unforeseen.

Section 14.15. Termination of Other Leases. That certain lease between Landlord and Tenant, as successor by assignment to Tisano Realty, Inc., dated September 9, 1993, as recorded in Volume 1066, at page 0601 in the Office of the Town Clerk of the City of Danbury, on November 4, 1993, and that certain lease between Landlord and Tenant, as successor by assignment to Tisano Realty, Inc., dated July 21, 1995, as recorded in Volume 1123 at page 0845 in the Office of the Town Clerk of the City of Danbury, on August 8, 1995, each as extended by the exercise of an option respectively contained therein, (said leases as extended are herein jointly referred to as "Prior Leases") for the Demised Premises, or any portion thereof, shall be terminated upon the full execution of this Lease and upon the Commencement of this Lease as provided herein.

Section 14.16. Tenant Waiver. Tenant waives, on its own behalf only, any claim it may have against Landlord regarding any Real Estate taxes paid on the Demised Properties prior to the assignment of the Prior Leases to Tenant.

Section 14.17. Right of First Refusal. In the event Landlord decides to sell the Demised Premises, Landlord shall offer the Premises first to Tenant by written notice, and for six months after said notice (the "Exclusivity Period"), Landlord shall not engage in any discussion regarding any direct or indirect sale, transfer or other contribution of the Premises or any interest therein, nor shall Landlord directly or indirectly provide anyone other than Tenant with any confidential information relating to the Premises. If at the end of the six-month period the parties are negotiating in good faith, the Exclusivity Period shall be extended until such negotiations shall be completed or terminated by either party in writing. If Landlord and Tenant are unable to agree upon the terms of such sale, Landlord shall be free to offer the Premises for sale to other parties, provided, however, Tenant shall have thirty (30) days to elect, by written notice, to match such offer, in which event a closing shall occur within thirty (30) days of Tenant's election to acquire the Premises. Tenant shall have the right, but not the obligation, to purchase the Premises by matching any bonafide offer made for the purchase of the Premises.

Section 14.18. Federal Aviation Provision. Tenant's use of the Premises shall be subject at all times to the regulations of the City of Danbury Airport Commission.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

TENANT: **UB DANBURY, INC.,**

LANDLORD: **CITY OF DANBURY**

By: _____

By: _____

Date _____

Date: _____

TENANT ACKNOWLEDGMENT

State of _____)

)ss:

County of _____)

On the ___ day of ___ in the year 2004 before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ (title of officer) of UB Danbury, Inc., the corporation signing this Lease, and that (s)he being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself/herself as _____ (title of officer).

In witness whereof I hereunto set my hand.

(Signature of Notary Public)

Date Commission Expires:

LANDLORD ACKNOWLEDGMENT

State of _____)

)ss:

County of _____)

On the ___ day of ___ in the year 2004 before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ (title of officer) of the City of Danbury, a municipal corporation of the State of Connecticut, the corporation signing this Lease, and that (s)he being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself/herself as _____ (title of officer).

In witness whereof I hereunto set my hand.

(Signature of Notary Public)

Date Commission Expires:

users/iarossi/leases/danbury/danburylandlease

EXHIBIT A-1

LEGAL DESCRIPTION – PARCEL #1

A parcel of land described as follows:

All that certain piece or parcel of land situated in the City of Danbury, County of Fairfield and State of Connecticut, shown and designated as Parcel #1 on the map attached hereto as Exhibit A, entitled "Property Survey of land of Tisano Realty Inc. to be conveyed to U B Danbury, Inc. Backus Avenue – Danbury, Connecticut Scale 1" = 30' dated November 27, 2001, Prepared by Surveying Associates, P.C. 432 Main Street, Danbury, Connecticut, bounded and described as follows:

- NOTHERLY: By other land of the Lessee, 220.16 feet, more or less;
- EASTERLY: By land of the City of Danbury, 43.41 feet, more or less;
- SOUTHERLY: By land of the City of Danbury, 237.77 feet, more or less; and
- WESTERLY: By land of the City of Danbury, 104.84 feet, more or less.

LEGAL DESCRIPTION – PARCEL #2

A parcel of land described as follows:

Beginning at a point on the southerly right of way line of Backus Avenue said point being the northeasterly corner of property now owned by UB Danbury, Inc., thence N61° – 15' – 24" E along the southerly right of way line of Backus Avenue a distance of 22.19 feet; thence S21° – 11' – 26" E thru land of the City of Danbury along the easterly proposed lease line a distance of 454.20 feet; thence S44° – 38' – 40" W along the southerly lease line a distance of 24.11 feet; thence N21° – 11' – 26" W along the westerly lease line a distance of 43.41 feet to the southeasterly corner of the previously mentioned property of UB Danbury, Inc.; thence continuing N21° – 11' – 26" W a distance of 417.74 feet along the easterly line of property owned by UB Danbury, Inc. to the point of beginning. The area of the described parcel contains 10,069 square feet and is shown the map attached hereto as Exhibit A entitled "Property Survey of land of Tisano Realty Inc. to be conveyed to U B Danbury, Inc. Backus Avenue – Danbury, Connecticut Scale 1" = 30' dated November 27, 2001, Prepared by Surveying Associates, P.C. 432 Main Street, Danbury, Connecticut.