

~AD HOC REPORT~
Proposal to Renew Parking Leases
Tuesday, December 15, 2009

Chairman Jack Knapp called the meeting to order at 7:04 p.m. on Tuesday, December 15, 2009, in the Caucus Room, 3rd Floor, Danbury City Hall, 155 Deer Hill Avenue. Present was Committee members Paul Rotello and Mary Teicholz. Also present were Ex Officios Joseph M. Cavo and Benjamin Chianese; Laszlo L. Pinter, Deputy Corporation Counsel; Dennis I. Elpern, Director Planning & Zoning; David St. Hilaire, Director of Finance; Wayne Sheppard, Economic Development Director; Paul D. Estefan, Airport Administrator {*entered as indicated below*}; Willing Biddle, Urstadt Biddle Properties, Inc., Petitioner; and, Neil Marcus, Esq.

Chairman Knapp introduced everyone present at the meeting.

Chairman Knapp explained the purpose of the evening's meeting was to review and consider approving the proposed renewal of parking leases at 20 Backus Avenue, Lots I17011-1 and I17011-2. He briefly updated everyone present with background surrounding the request before the Committee. Chairman Knapp pointed out the importance of moving the item forward to support the growth of businesses in the Backus Avenue area. There are two possible renters: Chucky Cheese and Buffalo Wild Wings.

Paul Estefan entered the meeting, 7:08 p.m.

Attorney Pinter offered additional background. The City secured an appraisal and Mr. Biddle secured two appraisals. The City's appraisal valued the two parcels together at \$52,000 per year in rent. One appraisal presented by Mr. Biddle was approximately \$16/\$17,000 per year in rent. Mr. Biddle secured a third appraisal which still differed from the City's evaluation. Through the process of negotiation, the proposed lease was formulated. The proposal includes a component whereby since the City is leasing City property for non-municipal purposes, taxes would be addressed. The rent proposal for the parcels is approximately \$21,600 per year which addresses the taxation issue. The assessment will be determined by the Tax Assessor. The term proposed is 15 base years plus 3 five-year periods. There would be a 10% increase in the rental every five years.

Chairman Knapp said that the figure was formulated based on going from 76 spaces to 80 spaces (\$270 annually multiplied by 80 spaces) and through researching what the going rate was for parking garages and parking spaces in Danbury. Attorney Pinter reminded everyone that the parking spaces in question have little value to anyone else except the City's airport. The City's airport does not need the spaces for active aviation purposes. Mr. Biddle said that the figure being used (\$21,600) is the figure going forward until an adjustment is made.

Mr. Biddle, on behalf of UB Danbury, also discussed and requested the opportunity to lease an additional parking parcel for overflow parking of approximately 35-50 spaces immediately adjacent to Parcel F-17011-2. His desire was that the rental of spaces would be based upon the same rent calculated (\$270 per space) of the adjacent rental property. Both parties agreed that all valid zoning and related approvals will be obtained. Mr. Rotello expressed his concern with flooding, and would prefer that the additional parking area should be constructed of a permeable surface with good drainage. Mr. Elpern was adamant that whatever material was used, it needed to have the ability to accept striping in order to differentiate all parking spaces.

Ms. Teicholz expressed concern that the horseshoe field would be disrupted which may cause the City to lose the players as a tenant. Attorney Pinter assured her that if they were lost as a tenant it would not be as a result of the parking issues. Mr. Chianese inquired whether the parcel was a buildable lot, and if not buildable should it

be considered an open space parcel. Mr. Estefan said that the FAA would not approve any height or any size building—the fencing that is currently on the property is as high as a structure could be erected.

Ms. Teicholz reminded everyone that while there are many valid concerns surrounding the proposal before the Committee, it is important to encourage new tenants to support Danbury's economy and growth. Mr. Cavo agreed that the property appeared to not have a great value, whether considered for open space or otherwise, and he agrees that based on economic development and the needs for Grand List growth and potential income and jobs for the people of Danbury, the proposal before the Committee is a step in the right direction for the City.

Mr. Estefan reminded the Committee that there are certain FAA regulations that need to be included in the lease to protect the City's interest and the airport's interest.

Attorney Pinter advised the Committee that the leases will be prepared and presented at the next Council meeting.

A motion was made by Councilwoman Teicholz and seconded by Councilman Rotello that the Ad Hoc Committee recommends to the City Council the lease of Assessor's Lots F-17011-1 and F-17011-2 to UB Danbury, Inc. for parking purposes, for a period of fifteen years, together with three option terms of five years each for an initial total and combined net base term rent of \$21,600 per annum (80 spaces @ \$270 per space), said rent being increased by ten percent each five year period through the entire lease, plus the payment of assessed taxes as billed to the tenant through the office of the Assessor and Collector, together with the potential for an additional parking parcel for overflow parking of approximately 35-50 spaces immediately adjacent to Parcel F-17011-2, if the parties agree, at a rental amount to be based on rent calculated and derived from the base rent described for the base parcels. Further, this proposal assumes that all valid zoning and related approvals have been obtained by the proposed tenant and conditional on a Planning Commission final approval and a public hearing and posting having occurred prior to the effective date of the lease and as required by state law and the City's Zoning Regulations. The motion carried unanimously.

A motion to adjourn was made by Councilwoman Teicholz and seconded by Councilman Rotello. The motion carried unanimously at 8:00 p.m.

Respectfully submitted,

Jack Knapp, Chairman

Paul Rotello

Mary Teicholz

**Copies of the
Leases are on File
in the City Council
Office, Office of the
Corporation
Counsel and Online**

GROUND LEASE AGREEMENT

Between

CITY OF DANBURY, Landlord

and

UB DANBURY, INC., Tenant
"Rear Parking Parcel"
Danbury, Connecticut

LEASE AGREEMENT

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LEASE

THIS LEASE AGREEMENT ("Lease") is made and entered into to be effective as of the 1st day of January, 2010 by and between **CITY OF DANBURY**, a municipal corporation of the State of Connecticut, acting herein by _____, its _____, 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) Demised Premises: A parcel of real property adjacent to the Shopping Center (as defined below) as shown on the site plan attached hereto and incorporated herein as Exhibit "A" (the "Site Plan"), the legal description of which parcel is incorporated herein as Exhibit "A-1". (Articles II and III).
- (c) Permitted Use: 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 other occupants of the Shopping Center. (Article VII).
- (d) Lease Term: Fifteen (15) Lease Years, subject to extension as provided herein. (Article IV).
- (e) Commencement Date: January 1, 2010, with retroactive effect thereto. (Article VI).
- (f) Expiration Date: December 31, 2024, subject to extension as provided herein. (Article IV).
- (g) Base Rent during Lease Term: (Article VIII).

January 1, 2010 thru December 31, 2014: \$6,384.00 Annually / \$532.00 Monthly
 (i.e., \$270.00 per parking space; 44 parking spaces)
 January 1, 2015 thru December 31, 2019: \$7,022.40 Annually / \$585.20 Monthly
 January 1, 2020 thru December 31, 2024: \$7,022.40 Annually / \$585.20 Monthly

- (h) Tenant's Tax Payment: (Article VIII).
- (i) Security Deposit: None.
- (j) Leasehold Improvements: (Article V).
- (k) Tenant Insurance: Comprehensive General Liability: \$1M combined single limit; \$5M umbrella coverage. (Article X).
- (l) Notice Addresses: (Article XIV).

Landlord: City of Danbury

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

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

- (m) Options to Renew: Three (3) independent consecutive periods of five (5) years each (each such period hereinafter, a "Renewal Term"). (Article XIV).
- (n) Base Rent during Renewal Term(s):

January 1, 2025 thru December 31, 2029: \$7,724.64 Annually / \$643.72 Monthly
 January 1, 2030 thru December 31, 2034: \$8,497.10 Annually / \$708.09 Monthly
 January 1, 2035 thru December 31, 2039: \$9,346.81 Annually / \$778.90 Monthly

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. If there is any conflict between any of the Basic Lease Provisions set forth in Section 1.01 and any other provisions of this Lease, the Basic Lease Provisions shall control.

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, as the same may be changed or expanded from time to time, the land, buildings, and other improvements owned, leased or controlled by Landlord that comprise or exclusively serve the shopping center identified in Section 1.01 and shown on the Site Plan.

(b) "DEMISED PREMISES" shall mean the parcel of real property identified as such in Section 1.01 and crosshatched on the Site Plan, the legal description of which parcel is incorporated herein as Exhibit A-1.

(c) "LEASE YEAR" shall mean each consecutive twelve-month period comprising the Lease Term or any Renewal Term, beginning with the Commencement Date.

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

Exhibit "A" – Site Plan

Exhibit "A-1" – Legal Description of Demised Premises

ARTICLE III **DEMISED PREMISES**

Section 3.01. Demise of Demised 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 Demised Premises.

ARTICLE IV **LEASE TERM**

Section 4.01. Lease Term. The Lease Term (sometimes referred to herein as the "Term") shall be deemed to have commenced on the Commencement Date (with retroactive effect thereto) and shall end on the Expiration Date unless extended or sooner terminated as provided herein.

Section 4.02. Return of Demised Premises. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Demised Premises in the same condition as exists on the Commencement Date, excepting ordinary wear and tear and any parking area-related improvements made or caused to be made by Tenant.

Section 4.03. Holding Over. Subject to the terms and provisions of Section 14.12 hereof, if Tenant shall hold possession of the Demised Premises after the expiration or other termination of this Lease, then Tenant shall be deemed to be occupying the Demised Premises as a tenant from month-to-month at the Base Rent in effect during the Lease Year immediately preceding such holdover and otherwise subject to all of the terms and conditions of this Lease.

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 consistent with (a) the Permitted Use and (b) 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 (as

defined below), 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 against, 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 Base Rent and Tenant's Tax Payments on the Commencement Date.

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

ARTICLE VII **USE AND OPERATION**

Section 7.01. Permitted Use. The Demised Premises shall be used and occupied only for the Permitted Use. Landlord represents and warrants to Tenant that the Permitted Use is permissible under applicable zoning regulations. At Tenant's option, Tenant may at any time during the Lease Term erect a fence along the boundary line of the Demised Premises in order to separate the Demised Premises from the recreational playing field, provided that a proper gate or passageway allowing pedestrian access to the recreational field is included.

ARTICLE VIII **BASE RENT AND TAXES**

Section 8.01. Base Rent. For and during the Term of this Lease, Tenant hereby covenants and agrees to pay to 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 Base Rent provided for in Section 1.01, at Landlord's Notice Address provided for in Section 1.01, or at such other place of which Landlord shall have given Tenant at least thirty (30) days advance.

Section 8.02. Tenant's Share of Real Estate Taxes. For and during the Term of this Lease, Tenant shall pay all of the Real Estate Taxes (as hereinafter defined) imposed against the Demised Premises.

Section 8.03. Definition of Real Estate Taxes. The term "Real Estate Taxes" shall mean and include any and all governmental taxes or assessments, which during the Lease Term are levied, assessed, become due and payable and are imposed against the Demised Premises or any portion thereof; provided, however, that Tenant's obligations hereunder shall exclude the payment of any Real Estate Taxes payable over a period of more than one (1) year; provided, however, that Tenant shall pay its share of the installments thereof that fall due during the Term of this Lease.

Section 8.04. Payment by Tenant. Tenant's payments of Real Estate Taxes (each, a "Tenant's Tax Payment" and collectively, "Tenant's Tax Payments") shall be paid by Tenant to Landlord within thirty (30) days after Landlord's receipt of invoices therefor (together with copies of actual tax bills). The amount of Tenant's Tax Payments due for all partial calendar years during the Lease Term shall be prorated on a per diem basis. Notwithstanding anything herein to the contrary, if Landlord shall fail to invoice Tenant for any Tenant Tax Payment within twenty-four (24) months from the date the applicable tax bill is issued, then Tenant shall not be obligated to pay such Tenant Tax Payment to Landlord.

Section 8.05. Tax Contests. Tenant may contest (including seeking an abatement or reduction of) any Real Estate Taxes agreed to be paid hereunder. To the extent that Landlord's participation may be legally required in order for any such contest by Tenant to be initiated or to proceed, Landlord shall join in and sign applications and/or pleadings in connection with such contest. Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Real Estate Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong wholly to Tenant. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenant forthwith. Landlord shall, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord.

Section 8.06. No Other Rent. It is the intention of the parties that the rent payable by Tenant hereunder shall consist solely of Base Rent and Tenant's Tax Payment, so that there shall be no payments due from Tenant to Landlord under the Lease excepting Base Rent and Tenant's Tax Payments as expressly provided above.

ARTICLE IX

MAINTENANCE

Section 9.01. Maintenance by Tenant. Subject to the terms and provisions of Section 7.02 above, (a) Tenant shall maintain the Demised Premises throughout the Lease Term in a neat, clean, and safe condition and (b) Landlord shall have no responsibility with respect to the maintenance and repair of the Demised Premises unless any maintenance or repair is required as a result of 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 agents and employees from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, reasonable costs and reasonable 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 provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligent acts or omissions of Landlord, or its partners, officers, contractors, licensees, agents, or employees. Landlord shall indemnify and hold harmless Tenant, its agents, employees, shareholders, officers and directors from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, reasonable costs and reasonable expenses, including reasonable attorneys' fees and costs, arising out of the willful misconduct or negligence of Landlord, its contractors, licensees, agents, servants, employees, guests, or invitees. This Section 10.01 shall survive termination of this Lease.

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 Demised Premises, in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit with umbrella liability coverage in the minimum amount of FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence and in the aggregate.

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

Section 10.04. 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 Landlord or Tenant, as the case may be, under 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 Demised 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 Tenant permit the Demised 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 Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 11.02. Permitted Transfers. Notwithstanding anything in this Lease to the contrary, without Landlord's consent but with sixty (60) days' prior written notice to Landlord, Tenant may (a) assign this Lease as long as such Assignment is made to (i) any person or entity acquiring Tenant's fee interest in the land immediately adjacent to the Demised Premises, (ii) any wholly-owned subsidiary of Tenant or Tenant's parent corporation, (iii) any person or entity holding a majority ownership interest in Tenant's stock, or (iv) any company into which Tenant may be merged or consolidated, so long as substantially all the assets then held by Tenant become the assets of the continuing entity, and/or (b) assign this Lease or sublet all or any part of the Demised Premises to any tenant of the Shopping Center leasing 5,000 square feet or more.

ARTICLE XII CONDEMNATION

Section 12.01. Effect of Taking. (a) In the event the whole or any part of the Demised Premises shall be taken by any public authority under the power of eminent domain, or if the City of Danbury Airport Commission or the Federal Aviation Administration shall deem it necessary for airport-related purposes to

terminate this Lease with respect to the whole or any part of the Demised Premises, 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 of a partial taking or partial lease termination that (i) substantially impairs the usefulness of the Demised Premises for the purposes hereinbefore granted to Tenant (as reasonably determined by Tenant), or (ii) exceeds fifteen percent (15%) of the Demised Premises, Tenant shall have the right, but not the obligation, to terminate this lease by giving written notice of such termination to Landlord on or before the date that is one hundred and eighty (180) days after the date of such taking or termination. If Tenant gives 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 is given with the same force and effect as if said day had been originally fixed herein as the Expiration Date. In such case, the Base Rent and Tenant's Tax Payments payable hereunder shall, if and when necessary, be adjusted to the date of the taking and neither party shall have any further rights or liabilities under this Lease. If Tenant does not terminate this Lease following a taking or partial termination, a proportionate adjustment shall be made to the Base Rent and Tenant's Tax Payments based on the proportion of Demised Premises remaining as compared to the original Demised Premises.

(b) In the event of any (i) taking as described in subsection (a) above, or (ii) any partial or full termination of this Lease for any reason other than a default by Tenant, Landlord agrees that for the remainder of what would have been the Term of this Lease (including the Renewal Terms, whether or not previously exercised) in the absence of such taking or termination, any resulting decrease in the amount of parking available for use in connection with Tenant's adjacent shopping center property (labeled as "Tenant's Property" on the Site Plan) shall not cause any use of Tenant's Property to be deemed out of compliance with any then-applicable parking requirements. For example, if a partial termination of this Lease were to result in the loss of twenty (20) parking spaces available for use in connection with Tenant's Property, (i) Tenant's Property would nevertheless be deemed to continue to have the use of all twenty (20) parking spaces for the purpose of determining the compliance of Tenant's Property with any applicable parking requirements and (ii) all businesses operating at Tenant's Property would be legally permitted to continue the nature of their operations and to maintain their permissible seating counts, as the case may be, as if all twenty (20) parking spaces remained available for use in connection with Tenant's Property.

Section 12.02. Awards. (a) In the event of a taking that results in the termination of this Lease, all awards relating to such taking shall be payable to Tenant to the extent of the then value of Tenant's leasehold interest in the Demised Premises plus the then value of any improvements constructed by Tenant in the Demised Premises, as determined by the condemning authority, plus any expenses and costs, including reasonable attorneys' fees, incurred by Tenant in connection with such taking. The balance of any awards then remaining shall be payable to Landlord.

(b) In the event of a partial taking that does not result in the termination of this Lease, all awards relating to such partial taking shall be paid to Tenant for the purpose of paying the cost of such restoration or improvements on the Demised Premises as Tenant chooses in its sole discretion to perform. The balance of any remaining award shall be payable as set forth in Section 12(a) above.

ARTICLE XIII **DEFAULTS AND REMEDIES**

Section 13.01. Default. (a) Each of the following shall be deemed a "Default" under this Lease: (i) Tenant's failure to pay an installment of Base Rent or Tenant's Tax Payment when the same shall be due and payable, and such failure shall continue for a period of ten (10) days after Tenant's receipt of a second written notice from Landlord specifying the amount of Base Rent or Tenant's Tax Payment then due, such notices being at least ten (10) days apart; and (ii) 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 such failure shall continue for a period of sixty (60) days after Tenant's receipt of a written notice from Landlord specifying in detail the nature of such failure (subject to the terms and provisions of Section 13.01(b) below).

(b) In the event that Landlord gives notice of a default of such nature that it cannot reasonably be cured within sixty (60) days after written notice, then no Default shall be deemed to occur so long as Tenant, after receiving written notice from Landlord, promptly proceeds to cure the default and continues to take all steps reasonably necessary to cure within a period of time which, under all prevailing circumstances, shall be reasonable.

(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).

(d) In the event of a Default, Landlord may, at its option, give Tenant a written notice of Landlord's election to terminate the Lease upon the 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 Tenant's

receipt of such notice. In the event Landlord elects to give such notice, the term and estate hereby vested in Tenant shall cease upon the specified date and any and all right, title and interest of Tenant hereunder shall likewise cease as fully and with like effect as if the entire term of this Lease had elapsed.

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 or sent by either United States certified mail, return receipt requested, postage prepaid, or a nationally recognized overnight mail delivery service (e.g., FedEx, UPS, etc.) 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 Demised Premises or at such other address as Tenant shall designate by written notice. Notices shall be deemed given on the date of delivery unless delivery is refused or cannot be made, in which event any such refused or undeliverable notice shall be deemed given on the date deposited with the United States Postal Service or overnight mail delivery service, as the case may be.

Section 14.03. Quiet Enjoyment. Landlord represents and warrants to Tenant that (a) 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, (b) the Demised Premises is free from all encumbrances, liens, defects in title, violations of law, leases, tenancies, easements, restrictions and agreements, (c) at the time of delivery of the Demised 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 Base Rent and Tenant's Tax Payments herein provided for and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Lease Term have the peaceful and quiet enjoyment and possession of the Demised Premises, subject to all the provisions of this Lease, save and except in the event of the taking of said Demised Premises by public authority as hereinbefore provided. If any of Landlord's representations or warranties set forth in this Section 14.03 shall be untrue or inaccurate, or if Landlord shall be in default of any of Landlord's covenants or agreements under this Section 14.03, then, in addition to any and all remedies Tenant may have at law and/or in equity, Tenant may terminate this Lease upon written notice to Landlord.

Section 14.04. 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 14.05. 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 Fairfield County, Connecticut, whose decision shall be final and absolute with no right of appeal or rehearing. 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 14.06. Force Majeure. Landlord and Tenant shall be excused for the period of delay in the performance of any of their obligations hereunder, except their respective obligation to pay any sums of money due under the terms of this Lease, and shall not be considered in default, when prevented from so performing by cause or causes beyond Landlord's or Tenant's reasonable control, including, but not limited to, labor disputes, civil commotion, acts of terrorism, war, fire or other casualty, governmental regulations, statutes, ordinances, restrictions, decrees, or acts of God.

Section 14.07. 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 14.08. 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. This Section 14.08 shall survive the expiration or other termination of this Lease.

Section 14.09. 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. Authorizing Motion. Landlord represents and warrants to Tenant that it has the authority to enter into this Lease pursuant to a motion passed by the City Council of the City of Danbury, a true and correct copy of which is attached as Exhibit "B" hereto and made a part hereof (the "Motion"). Landlord and Tenant acknowledge and agree that is the intention of the parties to enter into a total of three (3) parking leases pursuant to the Motion, as further described in the Motion.

Section 14.12. Options to Renew. (a) Tenant is hereby granted two (2) consecutive ten (10) year options to extend the Term of this Lease for the Renewal Terms, provided that Tenant shall notify Landlord, in writing, not less than three (3) months prior to the commencement of any such Renewal Term, of Tenant's exercise of its Option to Renew with respect to such Renewal Term (each, a "Renewal Notice"). If Tenant fails to timely give any Renewal Notice, Landlord shall give notice to Tenant of such failure (each, a "Reminder Notice"), and Tenant's time to give the Renewal Notice shall be extended through the date which is sixty (60) days after Tenant's receipt of the Reminder Notice. If Landlord fails to give the Reminder Notice on or before the date which is sixty (60) days before the then-applicable Expiration Date, the Lease Term shall be automatically extended past the Expiration Date to the date which is sixty (60) days after the date the Reminder Notice is given, thus allowing Tenant the full benefit of the additional sixty (60) days to give the Renewal Notice. If Tenant exercises any of its Options to Renew, the Lease Term shall be automatically extended for the Renewal Term covered thereby without the necessity for execution of any further lease instrument or agreement. The terms and conditions of each Renewal Term shall be the same as the terms and conditions of this Lease except (a) for the modifications to Base Rent set forth in Section 1.01, (b) that the Expiration Date shall be the last day of the then-current Renewal Term and (c) that Tenant shall have no further right of renewal after the expiration of the last Renewal Term.

Section 14.13. Right of First Refusal. Landlord currently has no intention of selling the Demised Premises. In the event, however, that Landlord decides to sell the Demised Premises and receives an offer acceptable to it for the sale of the Demised Premises, (i) Landlord shall give Tenant written notice of such offer, which notice shall contain all of the material terms of such offer, and (ii) Tenant shall have thirty (30) days after receipt of Landlord's notice to elect, by written notice to Landlord, to match such offer. If Tenant gives such election notice, the closing of Tenant's purchase of the Demised Premises shall occur within sixty (60) days thereafter. For the avoidance of doubt, Tenant shall have the right, but not the obligation, to purchase the Demised Premises pursuant to the terms of this Section 14.13 by matching any offer acceptable to Landlord for the sale of the Demised Premises.

Section 14.14. Federal Aviation Provision. Tenant's use of the Demised Premises shall be subject at all times to the promulgated airport-related regulations of the City of Danbury Airport Commission, the State of Connecticut and the Federal Aviation Administration, and Tenant agrees to abide by the relevant provisions of said regulations in connection with its use of the Demised Premises.

Section 14.15. Memorandum of Lease. At the request of either Landlord or Tenant, a memorandum of this Lease may be recorded by such party at its sole cost and expense. Each of Landlord and Tenant agrees to cooperate with the other in connection with the preparation, execution and recording of such memorandum.

[Signature and acknowledgment pages follow.]

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

Signed in the Presence of:

LANDLORD: CITY OF DANBURY

By: _____

Name:

Title:

Date:

Signed in the Presence of:

TENANT: UB DANBURY, INC.

By: _____

Name: Willing L. Biddle

Title: President

Date:

LANDLORD ACKNOWLEDGMENT

State of Connecticut)
)ss:
County of Fairfield)

On the ____ day of _____ in the year 2010 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:

TENANT ACKNOWLEDGMENT

State of Connecticut)
)ss:
County of Fairfield)

On the ____ day of _____ in the year 2010 before me, _____, the undersigned officer, personally appeared **Willing L. Biddle**, who acknowledged himself to be the President of UB Danbury, Inc., the corporation signing this Lease, and that he being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand.

(Signature of Notary Public)
Date Commission Expires:

EXHIBIT A

SITE PLAN

[To be inserted prior to lease execution.]

EXHIBIT A-1

LEGAL DESCRIPTION

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 UB 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.

EXHIBIT B

AUTHORIZING MOTION

[To be inserted prior to lease execution.]

GROUND LEASE AGREEMENT

Between

CITY OF DANBURY, Landlord

and

UB DANBURY, INC., Tenant

**“Side Parking Parcel”
Danbury, Connecticut**

LEASE AGREEMENT
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LEASE

THIS LEASE AGREEMENT ("Lease") is made and entered into to be effective as of the 1st day of January, 2010 by and between **CITY OF DANBURY**, a municipal corporation of the State of Connecticut, acting herein by _____, its _____, 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) **Demised Premises:** A parcel of real property adjacent to the Shopping Center (as defined below) as shown on the site plan attached hereto and incorporated herein as Exhibit "A" (the "Site Plan"), the legal description of which parcel is incorporated herein as Exhibit "A-1". (Articles II and III).
- (c) **Permitted Use:** 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 other occupants of the Shopping Center. (Article VII).
- (d) **Lease Term:** Fifteen (15) Lease Years, subject to extension as provided herein. (Article IV).
- (e) **Commencement Date:** January 1, 2010, with retroactive effect thereto. (Article VI).
- (f) **Expiration Date:** December 31, 2024, subject to extension as provided herein. (Article IV).
- (g) **Base Rent during Lease Term:** (Article VIII).

January 1, 2010 thru December 31, 2014: \$9,720.00 Annually / \$810.00 Monthly
(i.e., \$270.00 per parking space; 36 parking spaces)
January 1, 2015 thru December 31, 2019: \$10,692.00 Annually / \$891.00 Monthly
January 1, 2020 thru December 31, 2024: \$11,761.20 Annually / \$980.10 Monthly

- (h) **Tenant's Tax Payment:** (Article VIII).
- (i) **Security Deposit:** None.
- (j) **Leasehold Improvements:** (Article V).
- (k) **Tenant Insurance:** Comprehensive General Liability: \$1M combined single limit; \$5M umbrella coverage. (Article X).
- (l) **Notice Addresses:** (Article XIV).

Landlord: City of Danbury

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

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

- (m) **Options to Renew:** Three (3) independent consecutive periods of five (5) years each (each such period hereinafter, a "Renewal Term"). (Article XIV).
- (n) **Base Rent during Renewal Term(s):**

January 1, 2025 thru December 31, 2029: \$12,937.32 Annually / \$1,078.09 Monthly
January 1, 2030 thru December 31, 2034: \$14,231.05 Annually / \$1,185.92 Monthly
January 1, 2035 thru December 31, 2039: \$15,654.16 Annually / \$1,304.51 Monthly

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. If there is any conflict between any of the Basic Lease Provisions set forth in Section 1.01 and any other provisions of this Lease, the Basic Lease Provisions shall control.

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, as the same may be changed or expanded from time to time, the land, buildings, and other improvements owned, leased or controlled by Landlord that comprise or exclusively serve the shopping center identified in Section 1.01 and shown on the Site Plan.

(b) "DEMISED PREMISES" shall mean the parcel of real property identified as such in Section 1.01 and crosshatched on the Site Plan, the legal description of which parcel is incorporated herein as Exhibit A-1.

(c) "LEASE YEAR" shall mean each consecutive twelve-month period comprising the Lease Term or any Renewal Term, beginning with the Commencement Date.

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

Exhibit "A" – Site Plan

Exhibit "A-1" – Legal Description of Demised Premises

ARTICLE III **DEMISED PREMISES**

Section 3.01. Demise of Demised 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 Demised Premises.

ARTICLE IV **LEASE TERM**

Section 4.01. Lease Term. The Lease Term (sometimes referred to herein as the "Term") shall be deemed to have commenced on the Commencement Date (with retroactive effect thereto) and shall end on the Expiration Date unless extended or sooner terminated as provided herein.

Section 4.02. Return of Demised Premises. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Demised Premises in the same condition as exists on the Commencement Date, excepting ordinary wear and tear and any parking area-related improvements made or caused to be made by Tenant.

Section 4.03. Holding Over. Subject to the terms and provisions of Section 14.12 hereof, if Tenant shall hold possession of the Demised Premises after the expiration or other termination of this Lease, then Tenant shall be deemed to be occupying the Demised Premises as a tenant from month-to-month at the Base Rent in effect during the Lease Year immediately preceding such holdover and otherwise subject to all of the terms and conditions of this Lease.

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 consistent with (a) the Permitted Use and (b) 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 (as defined below), 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 against, 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 Base Rent and Tenant's Tax Payments on the Commencement Date.

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

ARTICLE VII USE AND OPERATION

Section 7.01. Permitted Use. The Demised Premises shall be used and occupied only for the Permitted Use. Landlord represents and warrants to Tenant that the Permitted Use is permissible under applicable zoning regulations. At Tenant's option, Tenant may at any time during the Lease Term erect a fence along the boundary line of the Demised Premises in order to separate the Demised Premises from the adjacent recreational playing field, provided that a proper gate or passageway allowing pedestrian access to the recreational field is included. Notwithstanding anything herein to the contrary, Tenant agrees that the Demised Premises may also be used for such additional, limited, occasional parking by members of the general public using the recreational field as may be deemed desirable and necessary by the City of Danbury Department of Parks and Recreation.

ARTICLE VIII BASE RENT AND TAXES

Section 8.01. Base Rent. For and during the Term of this Lease, Tenant hereby covenants and agrees to pay to 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 Base Rent provided for in Section 1.01, at Landlord's Notice Address provided for in Section 1.01, or at such other place of which Landlord shall have given Tenant at least thirty (30) days advance.

Section 8.02. Tenant's Share of Real Estate Taxes. For and during the Term of this Lease, Tenant shall pay all of the Real Estate Taxes (as hereinafter defined) imposed against the Demised Premises.

Section 8.03. Definition of Real Estate Taxes. The term "Real Estate Taxes" shall mean and include any and all governmental taxes or assessments, which during the Lease Term are levied, assessed, become due and payable and are imposed against the Demised Premises or any portion thereof; provided, however, that Tenant's obligations hereunder shall exclude the payment of any Real Estate Taxes payable over a period of more than one (1) year; provided, however, that Tenant shall pay its share of the installments thereof that fall due during the Term of this Lease.

Section 8.04. Payment by Tenant. Tenant's payments of Real Estate Taxes (each, a "Tenant's Tax Payment" and collectively, "Tenant's Tax Payments") shall be paid by Tenant to Landlord within thirty (30) days after Landlord's receipt of invoices therefor (together with copies of actual tax bills). The amount of Tenant's Tax Payments due for all partial calendar years during the Lease Term shall be prorated on a per diem basis. Notwithstanding anything herein to the contrary, if Landlord shall fail to invoice Tenant for any Tenant Tax Payment within twenty-four (24) months from the date the applicable tax bill is issued, then Tenant shall not be obligated to pay such Tenant Tax Payment to Landlord.

Section 8.05. Tax Contests. Tenant may contest (including seeking an abatement or reduction of) any Real Estate Taxes agreed to be paid hereunder. To the extent that Landlord's participation may be legally required in order for any such contest by Tenant to be initiated or to proceed, Landlord shall join in and sign applications and/or pleadings in connection with such contest. Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Real Estate Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong wholly to Tenant. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenant forthwith. Landlord shall, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord.

Section 8.06. No Other Rent. It is the intention of the parties that the rent payable by Tenant hereunder shall consist solely of Base Rent and Tenant's Tax Payment, so that there shall be no payments due from Tenant to Landlord under the Lease excepting Base Rent and Tenant's Tax Payments as expressly provided above.

ARTICLE IX

MAINTENANCE

Section 9.01. Maintenance by Tenant. Subject to the terms and provisions of Section 7.02 above, (a) Tenant shall maintain the Demised Premises throughout the Lease Term in a neat, clean, and safe condition and (b) Landlord shall have no responsibility with respect to the maintenance and repair of the Demised Premises unless any maintenance or repair is required as a result of 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 agents and employees from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, reasonable costs and reasonable 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 provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligent acts or omissions of Landlord, or its partners, officers, contractors, licensees, agents, or employees. Landlord shall indemnify and hold harmless Tenant, its agents, employees, shareholders, officers and directors from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, reasonable costs and reasonable expenses, including reasonable attorneys' fees and costs, arising out of the willful misconduct or negligence of Landlord, its contractors, licensees, agents, servants, employees, guests, or invitees. This Section 10.01 shall survive termination of this Lease.

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 Demised Premises, in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit with umbrella liability coverage in the minimum amount of FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence and in the aggregate.

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

Section 10.04. 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 Landlord or Tenant, as the case may be, under 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 Demised 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 Tenant permit the Demised 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 Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 11.02. Permitted Transfers. Notwithstanding anything in this Lease to the contrary, without Landlord's consent but with sixty (60) days' prior written notice to Landlord, Tenant may (a) assign this Lease as long as such Assignment is made to (i) any person or entity acquiring Tenant's fee interest in the land immediately adjacent to the Demised Premises, (ii) any wholly-owned subsidiary of Tenant or Tenant's parent corporation, (iii) any person or entity holding a majority ownership interest in Tenant's stock, or (iv) any company into which Tenant may be merged or consolidated, so long as substantially all the assets then held by Tenant become the assets of the continuing entity, and/or (b) assign this Lease or sublet all or any part of the Demised Premises to any tenant of the Shopping Center leasing 5,000 square feet or more.

ARTICLE XII
CONDEMNATION

Section 12.01. Effect of Taking. (a) In the event the whole or any part of the Demised Premises shall be taken by any public authority under the power of eminent domain, or if the City of Danbury Airport Commission or the Federal Aviation Administration shall deem it necessary for airport-related purposes to terminate this Lease with respect to the whole or any part of the Demised Premises, 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 of a partial taking or partial lease termination that (i) substantially impairs the usefulness of the Demised Premises for the purposes hereinbefore granted to Tenant (as reasonably determined by Tenant), or (ii) exceeds fifteen percent (15%) of the Demised Premises, Tenant shall have the right, but not the obligation, to terminate this lease by giving written notice of such termination to Landlord on or before the date that is one hundred and eighty (180) days after the date of such taking or termination. If Tenant gives 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 is given with the same force and effect as if said day had been originally fixed herein as the Expiration Date. In such case, the Base Rent and Tenant's Tax Payments payable hereunder shall, if and when necessary, be adjusted to the date of the taking and neither party shall have any further rights or liabilities under this Lease. If Tenant does not terminate this Lease following a taking or partial termination, a proportionate adjustment shall be made to the Base Rent and Tenant's Tax Payments based on the proportion of Demised Premises remaining as compared to the original Demised Premises.

(b) In the event of any (i) taking as described in subsection (a) above, or (ii) any partial or full termination of this Lease for any reason other than a default by Tenant, Landlord agrees that for the remainder of what would have been the Term of this Lease (including the Renewal Terms, whether or not previously exercised) in the absence of such taking or termination, any resulting decrease in the amount of parking available for use in connection with Tenant's adjacent shopping center property (labeled as "Tenant's Property" on the Site Plan) shall not cause any use of Tenant's Property to be deemed out of compliance with any then-applicable parking requirements. For example, if a partial termination of this Lease were to result in the loss of twenty (20) parking spaces available for use in connection with Tenant's Property, (i) Tenant's Property would nevertheless be deemed to continue to have the use of all twenty (20) parking spaces for the purpose of determining the compliance of Tenant's Property with any applicable parking requirements and (ii) all businesses operating at Tenant's Property would be legally permitted to continue the nature of their operations and to maintain their permissible seating counts, as the case may be, as if all twenty (20) parking spaces remained available for use in connection with Tenant's Property.

Section 12.02. Awards. (a) In the event of a taking that results in the termination of this Lease, all awards relating to such taking shall be payable to Tenant to the extent of the then value of Tenant's leasehold interest in the Demised Premises plus the then value of any improvements constructed by Tenant in the Demised Premises, as determined by the condemning authority, plus any expenses and costs, including reasonable attorneys' fees, incurred by Tenant in connection with such taking. The balance of any awards then remaining shall be payable to Landlord.

(b) In the event of a partial taking that does not result in the termination of this Lease, all awards relating to such partial taking shall be paid to Tenant for the purpose of paying the cost of such restoration or improvements on the Demised Premises as Tenant chooses in its sole discretion to perform. The balance of any remaining award shall be payable as set forth in Section 12(a) above.

ARTICLE XIII
DEFAULTS AND REMEDIES

Section 13.01 Default. (a) Each of the following shall be deemed a "Default" under this Lease: (i) Tenant's failure to pay an installment of Base Rent or Tenant's Tax Payment when the same shall be due and payable, and such failure shall continue for a period of ten (10) days after Tenant's receipt of a second written notice from Landlord specifying the amount of Base Rent or Tenant's Tax Payment then due, such notices being at least ten (10) days apart; and (ii) 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 such failure shall continue for a period of sixty (60) days after Tenant's receipt of a written notice from Landlord specifying in detail the nature of such failure (subject to the terms and provisions of Section 13.01(b) below).

(b) In the event that Landlord gives notice of a default of such nature that it cannot reasonably be cured within sixty (60) days after written notice, then no Default shall be deemed to occur so long as Tenant, after receiving written notice from Landlord, promptly proceeds to cure the default and continues to take all steps reasonably necessary to cure within a period of time which, under all prevailing circumstances, shall be reasonable.

(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).

(d) In the event of a Default, Landlord may, at its option, give Tenant a written notice of Landlord's election to terminate the Lease upon the 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 Tenant's receipt of such notice. In the event Landlord elects to give such notice, the term and estate hereby vested in Tenant shall cease upon the specified date and any and all right, title and interest of Tenant hereunder shall likewise cease as fully and with like effect as if the entire term of this Lease had elapsed.

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 or sent by either United States certified mail, return receipt requested, postage prepaid, or a nationally recognized overnight mail delivery service (e.g., FedEx, UPS, etc.) 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 Demised Premises or at such other address as Tenant shall designate by written notice. Notices shall be deemed given on the date of delivery unless delivery is refused or cannot be made, in which event any such refused or undeliverable notice shall be deemed given on the date deposited with the United States Postal Service or overnight mail delivery service, as the case may be.

Section 14.03. Quiet Enjoyment. Landlord represents and warrants to Tenant that (a) 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, (b) the Demised Premises is free from all encumbrances, liens, defects in title, violations of law, leases, tenancies, easements, restrictions and agreements, (c) at the time of delivery of the Demised 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 Base Rent and Tenant's Tax Payments herein provided for and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Lease Term have the peaceful and quiet enjoyment and possession of the Demised Premises, subject to all the provisions of this Lease, save and except in the event of the taking of said Demised Premises by public authority as hereinbefore provided. If any of Landlord's representations or warranties set forth in this Section 14.03 shall be untrue or inaccurate, or if Landlord shall be in default of any of Landlord's covenants or agreements under this Section 14.03, then, in addition to any and all remedies Tenant may have at law and/or in equity, Tenant may terminate this Lease upon written notice to Landlord.

Section 14.04. 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 14.05. 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 Fairfield County, Connecticut, whose decision shall be final and absolute with no right of appeal or rehearing. 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 14.06. Force Majeure. Landlord and Tenant shall be excused for the period of delay in the performance of any of their obligations hereunder, except their respective obligation to pay any sums of money due under the terms of this Lease, and shall not be considered in default, when prevented from so performing by cause or causes beyond Landlord's or Tenant's reasonable control, including, but not limited to, labor disputes, civil commotion, acts of terrorism, war, fire or other casualty, governmental regulations, statutes, ordinances, restrictions, decrees, or acts of God.

Section 14.07. 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 14.08. 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. This Section 14.08 shall survive the expiration or other termination of this Lease.

Section 14.09. 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. Authorizing Motion. Landlord represents and warrants to Tenant that it has the authority to enter into this Lease pursuant to a motion passed by the City Council of the City of Danbury, a true and correct copy of which is attached as Exhibit "B" hereto and made a part hereof (the "Motion"). Landlord and Tenant acknowledge and agree that is the intention of the parties to enter into a total of three (3) parking leases pursuant to the Motion, as further described in the Motion.

Section 14.12. Options to Renew. (a) Tenant is hereby granted three (3) consecutive five (5) year options to extend the Term of this Lease for the Renewal Terms, provided that Tenant shall notify Landlord, in writing, not less than three (3) months prior to the commencement of any such Renewal Term, of Tenant's exercise of its Option to Renew with respect to such Renewal Term (each, a "Renewal Notice"). If Tenant fails to timely give any Renewal Notice, Landlord shall give notice to Tenant of such failure (each, a "Reminder Notice"), and Tenant's time to give the Renewal Notice shall be extended through the date which is sixty (60) days after Tenant's receipt of the Reminder Notice. If Landlord fails to give the Reminder Notice on or before the date which is sixty (60) days before the then-applicable Expiration Date, the Lease Term shall be automatically extended past the Expiration Date to the date which is sixty (60) days after the date the Reminder Notice is given, thus allowing Tenant the full benefit of the additional sixty (60) days to give the Renewal Notice. If Tenant exercises any of its Options to Renew, the Lease Term shall be automatically extended for the Renewal Term covered thereby without the necessity for execution of any further lease instrument or agreement. The terms and conditions of each Renewal Term shall be the same as the terms and conditions of this Lease except (a) for the modifications to Base Rent set forth in Section 1.01, (b) that the Expiration Date shall be the last day of the then-current Renewal Term and (c) that Tenant shall have no further right of renewal after the expiration of the last Renewal Term.

Section 14.13. Right of First Refusal. Landlord currently has no intention of selling the Demised Premises. In the event, however, that Landlord decides to sell the Demised Premises and receives an offer acceptable to it for the sale of the Demised Premises, (i) Landlord shall give Tenant written notice of such offer, which notice shall contain all of the material terms of such offer, and (ii) Tenant shall have thirty (30) days after receipt of Landlord's notice to elect, by written notice to Landlord, to match such offer. If Tenant gives such election notice, the closing of Tenant's purchase of the Demised Premises shall occur within sixty (60) days thereafter. For the avoidance of doubt, Tenant shall have the right, but not the obligation, to purchase the Demised Premises pursuant to the terms of this Section 14.13 by matching any offer acceptable to Landlord for the sale of the Demised Premises.

Section 14.14. Federal Aviation Provision. Tenant's use of the Demised Premises shall be subject at all times to the promulgated airport-related regulations of the City of Danbury Airport Commission, the State of Connecticut and the Federal Aviation Administration, and Tenant agrees to abide by the relevant provisions of said regulations in connection with its use of the Demised Premises.

Section 14.15. Memorandum of Lease. At the request of either Landlord or Tenant, a memorandum of this Lease may be recorded by such party at its sole cost and expense. Each of Landlord and Tenant agrees to cooperate with the other in connection with the preparation, execution and recording of such memorandum.

[Signature and acknowledgment pages follow.]

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

Signed in the Presence of:

LANDLORD: CITY OF DANBURY

By: _____
Name:
Title:
Date:

Signed in the Presence of:

TENANT: UB DANBURY, INC.

By: _____
Name: Willing L. Biddle
Title: President
Date:

LANDLORD ACKNOWLEDGMENT

State of Connecticut)
)ss:
County of Fairfield)

On the ____ day of _____ in the year 2010 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:

TENANT ACKNOWLEDGMENT

State of Connecticut)
)ss:
County of Fairfield)

On the ____ day of _____ in the year 2010 before me, _____, the undersigned officer, personally appeared **Willing L. Biddle**, who acknowledged himself to be the President of UB Danbury, Inc., the corporation signing this Lease, and that he being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand.

(Signature of Notary Public)
Date Commission Expires:

EXHIBIT A

SITE PLAN

[To be inserted prior to lease execution.]

EXHIBIT A-1

LEGAL DESCRIPTION

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 $N61^{\circ} - 15' - 24''$ E along the southerly right of way line of Backus Avenue a distance of 22.19 feet; thence $S21^{\circ} - 11' - 26''$ E thru land of the City of Danbury along the easterly proposed lease line a distance of 454.20 feet; thence $S44^{\circ} - 38' - 40''$ W along the southerly lease line a distance of 24.11 feet; thence $N21^{\circ} - 11' - 26''$ 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 $N21^{\circ} - 11' - 26''$ 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.

EXHIBIT B

AUTHORIZING MOTION

[To be inserted prior to lease execution.]

GROUND LEASE AGREEMENT

Between

CITY OF DANBURY, Landlord

and

UB DANBURY, INC., Tenant

**“Additional Side Parking Parcel”
Danbury, Connecticut**

LEASE AGREEMENT

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LEASE

THIS LEASE AGREEMENT ("Lease") is made and entered into to be effective as of the 1st day of January, 2010 by and between **CITY OF DANBURY**, a municipal corporation of the State of Connecticut, acting herein by _____, its _____, 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) **Demised Premises:** A parcel of real property adjacent to the Shopping Center (as defined below) as shown on the site plan attached hereto and incorporated herein as Exhibit "A" (the "Site Plan"), the legal description of which parcel is incorporated herein as Exhibit "A-1". (Articles II and III).
- (c) **Permitted Use:** 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 other occupants of the Shopping Center. (Article VII).
- (d) **Lease Term:** Fifteen (15) Lease Years, subject to extension as provided herein. (Article IV).
- (e) **Commencement Date:** January 1, 2010, with retroactive effect thereto. (Article VI).
- (f) **Expiration Date:** December 31, 2024, subject to extension as provided herein. (Article IV).
- (g) **Base Rent during Lease Term:** (Article VIII).

January 1, 2010 thru December 31, 2014: \$ _____ Annually / \$ _____ Monthly
 (i.e., \$270.00 per parking space; ___ parking spaces)
 January 1, 2015 thru December 31, 2019: \$ _____ Annually / \$ _____ Monthly
 January 1, 2020 thru December 31, 2024: \$ _____ Annually / \$ _____ Monthly

- (h) **Tenant's Tax Payment:** (Article VIII).
- (i) **Security Deposit:** None.
- (j) **Leasehold Improvements:** (Article V).
- (k) **Tenant Insurance:** Comprehensive General Liability: \$1M combined single limit; \$5M umbrella coverage. (Article X).
- (l) **Notice Addresses:** (Article XIV).

Landlord: City of Danbury

Tenant: UB Danbury, Inc. 321 Railroad Avenue Greenwich, CT 06830 Attn: Sr. Vice President, Leasing	With a copy to: Urstadt Biddle Properties Inc. 321 Railroad Avenue Greenwich, CT 06830 Attn: Real Estate Counsel
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- (m) **Options to Renew:** Three (3) independent consecutive periods of five (5) years each (each such period hereinafter, a "Renewal Term"). (Article XIV).
- (n) **Base Rent during Renewal Term(s):**

January 1, 2025 thru December 31, 2029: \$ _____ Annually / \$ _____ Monthly
 January 1, 2030 thru December 31, 2034: \$ _____ Annually / \$ _____ Monthly
 January 1, 2035 thru December 31, 2039: \$ _____ Annually / \$ _____ Monthly

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. If there is any conflict between any of the Basic Lease Provisions set forth in Section 1.01 and any other provisions of this Lease, the Basic Lease Provisions shall control.

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, as the same may be changed or expanded from time to time, the land, buildings, and other improvements owned, leased or controlled by Landlord that comprise or exclusively serve the shopping center identified in Section 1.01 and shown on the Site Plan.

(b) "DEMISED PREMISES" shall mean the parcel of real property identified as such in Section 1.01 and crosshatched on the Site Plan, the legal description of which parcel is incorporated herein as Exhibit A-1.

(c) "LEASE YEAR" shall mean each consecutive twelve-month period comprising the Lease Term or any Renewal Term, beginning with the Commencement Date.

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

Exhibit "A" – Site Plan

Exhibit "A-1" – Legal Description of Demised Premises

ARTICLE III **DEMISED PREMISES**

Section 3.01. Demise of Demised 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 Demised Premises.

ARTICLE IV **LEASE TERM**

Section 4.01. Lease Term. The Lease Term (sometimes referred to herein as the "Term") shall be deemed to have commenced on the Commencement Date (with retroactive effect thereto) and shall end on the Expiration Date unless extended or sooner terminated as provided herein.

Section 4.02. Return of Demised Premises. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Demised Premises in the same condition as exists on the Commencement Date, excepting ordinary wear and tear and any parking area-related improvements made or caused to be made by Tenant.

Section 4.03. Holding Over. Subject to the terms and provisions of Section 14.12 hereof, if Tenant shall hold possession of the Demised Premises after the expiration or other termination of this Lease, then Tenant shall be deemed to be occupying the Demised Premises as a tenant from month-to-month at the Base Rent in effect during the Lease Year immediately preceding such holdover and otherwise subject to all of the terms and conditions of this Lease.

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 consistent with (a) the Permitted Use and (b) 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 (as defined below), 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 against, 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 Base Rent and Tenant's Tax Payments on the Commencement Date.

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

ARTICLE VII USE AND OPERATION

Section 7.01. Permitted Use. The Demised Premises shall be used and occupied only for the Permitted Use. Landlord represents and warrants to Tenant that the Permitted Use is permissible under applicable zoning regulations. At Tenant's option, Tenant may at any time during the Lease Term erect a fence along the boundary line of the Demised Premises in order to separate the Demised Premises from the adjacent recreational playing field, provided that a proper gate or passageway allowing pedestrian access to the recreational field is included. Notwithstanding anything herein to the contrary, Tenant agrees that the Demised Premises may also be used for such additional, limited, occasional parking by members of the general public using the recreational field as may be deemed desirable and necessary by the City of Danbury Department of Parks and Recreation. [Note: Last two sentences above to be included only if this "additional" side parcel is also adjacent to the recreational field.]

ARTICLE VIII BASE RENT AND TAXES

Section 8.01. Base Rent. For and during the Term of this Lease, Tenant hereby covenants and agrees to pay to 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 Base Rent provided for in Section 1.01, at Landlord's Notice Address provided for in Section 1.01, or at such other place of which Landlord shall have given Tenant at least thirty (30) days advance.

Section 8.02. Tenant's Share of Real Estate Taxes. For and during the Term of this Lease, Tenant shall pay all of the Real Estate Taxes (as hereinafter defined) imposed against the Demised Premises.

Section 8.03. Definition of Real Estate Taxes. The term "Real Estate Taxes" shall mean and include any and all governmental taxes or assessments, which during the Lease Term are levied, assessed, become due and payable and are imposed against the Demised Premises or any portion thereof; provided, however, that Tenant's obligations hereunder shall exclude the payment of any Real Estate Taxes payable over a period of more than one (1) year; provided, however, that Tenant shall pay its share of the installments thereof that fall due during the Term of this Lease.

Section 8.04. Payment by Tenant. Tenant's payments of Real Estate Taxes (each, a "Tenant's Tax Payment" and collectively, "Tenant's Tax Payments") shall be paid by Tenant to Landlord within thirty (30) days after Landlord's receipt of invoices therefor (together with copies of actual tax bills). The amount of Tenant's Tax Payments due for all partial calendar years during the Lease Term shall be prorated on a per diem basis. Notwithstanding anything herein to the contrary, if Landlord shall fail to invoice Tenant for any Tenant Tax Payment within twenty-four (24) months from the date the applicable tax bill is issued, then Tenant shall not be obligated to pay such Tenant Tax Payment to Landlord.

Section 8.05. Tax Contests. Tenant may contest (including seeking an abatement or reduction of) any Real Estate Taxes agreed to be paid hereunder. To the extent that Landlord's participation may be legally required in order for any such contest by Tenant to be initiated or to proceed, Landlord shall join in and sign applications and/or pleadings in connection with such contest. Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Real Estate Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong wholly to Tenant. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenant forthwith. Landlord shall, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord. *

Section 8.06. No Other Rent. It is the intention of the parties that the rent payable by Tenant hereunder shall consist solely of Base Rent and Tenant's Tax Payment, so that there shall be no payments due from Tenant to Landlord under the Lease excepting Base Rent and Tenant's Tax Payments as expressly provided above.

ARTICLE IX
MAINTENANCE

Section 9.01. Maintenance by Tenant. Subject to the terms and provisions of Section 7.02 above, (a) Tenant shall maintain the Demised Premises throughout the Lease Term in a neat, clean, and safe condition and (b) Landlord shall have no responsibility with respect to the maintenance and repair of the Demised Premises unless any maintenance or repair is required as a result of 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 agents and employees from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, reasonable costs and reasonable 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 provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligent acts or omissions of Landlord, or its partners, officers, contractors, licensees, agents, or employees. Landlord shall indemnify and hold harmless Tenant, its agents, employees, shareholders, officers and directors from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, reasonable costs and reasonable expenses, including reasonable attorneys' fees and costs, arising out of the willful misconduct or negligence of Landlord, its contractors, licensees, agents, servants, employees, guests, or invitees. This Section 10.01 shall survive termination of this Lease.

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 Demised Premises, in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit with umbrella liability coverage in the minimum amount of FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence and in the aggregate.

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

Section 10.04. 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 Landlord or Tenant, as the case may be, under 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 Demised 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 Tenant permit the Demised 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 Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 11.02. Permitted Transfers. Notwithstanding anything in this Lease to the contrary, without Landlord's consent but with sixty (60) days' prior written notice to Landlord, Tenant may (a) assign this Lease as long as such Assignment is made to (i) any person or entity acquiring Tenant's fee interest in the land immediately adjacent to the Demised Premises, (ii) any wholly-owned subsidiary of Tenant or Tenant's parent corporation, (iii) any person or entity holding a majority ownership interest in Tenant's stock, or (iv) any company into which Tenant may be merged or consolidated, so long as substantially all the assets then held by Tenant become the assets of the continuing entity, and/or (b) assign this Lease or sublet all or any part of the Demised Premises to any tenant of the Shopping Center leasing 5,000 square feet or more.

ARTICLE XII
CONDEMNATION

Section 12.01. Effect of Taking. (a) In the event the whole or any part of the Demised Premises shall be taken by any public authority under the power of eminent domain, or if the City of Danbury Airport Commission or the Federal Aviation Administration shall deem it necessary for airport-related purposes to terminate this Lease with respect to the whole or any part of the Demised Premises, 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 of a partial taking or partial lease termination that (i) substantially impairs the usefulness of the Demised Premises for the purposes hereinbefore granted to Tenant (as reasonably determined by Tenant), or (ii) exceeds fifteen percent (15%) of the Demised Premises, Tenant shall have the right, but not the obligation, to terminate this lease by giving written notice of such termination to Landlord on or before the date that is one hundred and eighty (180) days after the date of such taking or termination. If Tenant gives 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 is given with the same force and effect as if said day had been originally fixed herein as the Expiration Date. In such case, the Base Rent and Tenant's Tax Payments payable hereunder shall, if and when necessary, be adjusted to the date of the taking and neither party shall have any further rights or liabilities under this Lease. If Tenant does not terminate this Lease following a taking or partial termination, a proportionate adjustment shall be made to the Base Rent and Tenant's Tax Payments based on the proportion of Demised Premises remaining as compared to the original Demised Premises.

(b) In the event of any (i) taking as described in subsection (a) above, or (ii) any partial or full termination of this Lease for any reason other than a default by Tenant, Landlord agrees that for the remainder of what would have been the Term of this Lease (including the Renewal Terms, whether or not previously exercised) in the absence of such taking or termination, any resulting decrease in the amount of parking available for use in connection with Tenant's adjacent shopping center property (labeled as "Tenant's Property" on the Site Plan) shall not cause any use of Tenant's Property to be deemed out of compliance with any then-applicable parking requirements. For example, if a partial termination of this Lease were to result in the loss of twenty (20) parking spaces available for use in connection with Tenant's Property, (i) Tenant's Property would nevertheless be deemed to continue to have the use of all twenty (20) parking spaces for the purpose of determining the compliance of Tenant's Property with any applicable parking requirements and (ii) all businesses operating at Tenant's Property would be legally permitted to continue the nature of their operations and to maintain their permissible seating counts, as the case may be, as if all twenty (20) parking spaces remained available for use in connection with Tenant's Property.

Section 12.02. Awards. (a) In the event of a taking that results in the termination of this Lease, all awards relating to such taking shall be payable to Tenant to the extent of the then value of Tenant's leasehold interest in the Demised Premises plus the then value of any improvements constructed by Tenant in the Demised Premises, as determined by the condemning authority, plus any expenses and costs, including reasonable attorneys' fees, incurred by Tenant in connection with such taking. The balance of any awards then remaining shall be payable to Landlord.

(b) In the event of a partial taking that does not result in the termination of this Lease, all awards relating to such partial taking shall be paid to Tenant for the purpose of paying the cost of such restoration or improvements on the Demised Premises as Tenant chooses in its sole discretion to perform. The balance of any remaining award shall be payable as set forth in Section 12(a) above.

ARTICLE XIII
DEFAULTS AND REMEDIES

Section 13.01. Default. (a) Each of the following shall be deemed a "Default" under this Lease: (i) Tenant's failure to pay an installment of Base Rent or Tenant's Tax Payment when the same shall be due and payable, and such failure shall continue for a period of ten (10) days after Tenant's receipt of a second written notice from Landlord specifying the amount of Base Rent or Tenant's Tax Payment then due, such notices being at least ten (10) days apart; and (ii) 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 such failure shall continue for a period of sixty (60) days after Tenant's receipt of a written notice from Landlord specifying in detail the nature of such failure (subject to the terms and provisions of Section 13.01(b) below).

(b) In the event that Landlord gives notice of a default of such nature that it cannot reasonably be cured within sixty (60) days after written notice, then no Default shall be deemed to occur so long as Tenant, after receiving written notice from Landlord, promptly proceeds to cure the default and continues to take all steps reasonably necessary to cure within a period of time which, under all prevailing circumstances, shall be reasonable.

(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).

(d) In the event of a Default, Landlord may, at its option, give Tenant a written notice of Landlord's election to terminate the Lease upon the 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 Tenant's receipt of such notice. In the event Landlord elects to give such notice, the term and estate hereby vested in Tenant shall cease upon the specified date and any and all right, title and interest of Tenant hereunder shall likewise cease as fully and with like effect as if the entire term of this Lease had elapsed.

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 or sent by either United States certified mail, return receipt requested, postage prepaid, or a nationally recognized overnight mail delivery service (e.g., FedEx, UPS, etc.) 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 Demised Premises or at such other address as Tenant shall designate by written notice. Notices shall be deemed given on the date of delivery unless delivery is refused or cannot be made, in which event any such refused or undeliverable notice shall be deemed given on the date deposited with the United States Postal Service or overnight mail delivery service, as the case may be.

Section 14.03. Quiet Enjoyment. Landlord represents and warrants to Tenant that (a) 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, (b) the Demised Premises is free from all encumbrances, liens, defects in title, violations of law, leases, tenancies, easements, restrictions and agreements, (c) at the time of delivery of the Demised 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 Base Rent and Tenant's Tax Payments herein provided for and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Lease Term have the peaceful and quiet enjoyment and possession of the Demised Premises, subject to all the provisions of this Lease, save and except in the event of the taking of said Demised Premises by public authority as hereinbefore provided. If any of Landlord's representations or warranties set forth in this Section 14.03 shall be untrue or inaccurate, or if Landlord shall be in default of any of Landlord's covenants or agreements under this Section 14.03, then, in addition to any and all remedies Tenant may have at law and/or in equity, Tenant may terminate this Lease upon written notice to Landlord.

Section 14.04. 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 14.05. 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 Fairfield County, Connecticut, whose decision shall be final and absolute with no right of appeal or rehearing. 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 14.06. Force Majeure. Landlord and Tenant shall be excused for the period of delay in the performance of any of their obligations hereunder, except their respective obligation to pay any sums of money due under the terms of this Lease, and shall not be considered in default, when prevented from so performing by cause or causes beyond Landlord's or Tenant's reasonable control, including, but not limited to, labor disputes, civil commotion, acts of terrorism, war, fire or other casualty, governmental regulations, statutes, ordinances, restrictions, decrees, or acts of God.

Section 14.07. 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 14.08. 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. This Section 14.08 shall survive the expiration or other termination of this Lease.

Section 14.09. 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. Authorizing Motion. Landlord represents and warrants to Tenant that it has the authority to enter into this Lease pursuant to a motion passed by the City Council of the City of Danbury, a true and correct copy of which is attached as Exhibit "B" hereto and made a part hereof (the "Motion"). Landlord and Tenant acknowledge and agree that is the intention of the parties to enter into a total of three (3) parking leases pursuant to the Motion, as further described in the Motion.

Section 14.12. Options to Renew. (a) Tenant is hereby granted three (3) consecutive five (5) year options to extend the Term of this Lease for the Renewal Terms, provided that Tenant shall notify Landlord, in writing, not less than three (3) months prior to the commencement of any such Renewal Term, of Tenant's exercise of its Option to Renew with respect to such Renewal Term (each, a "Renewal Notice"). If Tenant fails to timely give any Renewal Notice, Landlord shall give notice to Tenant of such failure (each, a "Reminder Notice"), and Tenant's time to give the Renewal Notice shall be extended through the date which is sixty (60) days after Tenant's receipt of the Reminder Notice. If Landlord fails to give the Reminder Notice on or before the date which is sixty (60) days before the then-applicable Expiration Date, the Lease Term shall be automatically extended past the Expiration Date to the date which is sixty (60) days after the date the Reminder Notice is given, thus allowing Tenant the full benefit of the additional sixty (60) days to give the Renewal Notice. If Tenant exercises any of its Options to Renew, the Lease Term shall be automatically extended for the Renewal Term covered thereby without the necessity for execution of any further lease instrument or agreement. The terms and conditions of each Renewal Term shall be the same as the terms and conditions of this Lease except (a) for the modifications to Base Rent set forth in Section 1.01, (b) that the Expiration Date shall be the last day of the then-current Renewal Term and (c) that Tenant shall have no further right of renewal after the expiration of the last Renewal Term.

Section 14.13. Right of First Refusal. Landlord currently has no intention of selling the Demised Premises. In the event, however, that Landlord decides to sell the Demised Premises and receives an offer acceptable to it for the sale of the Demised Premises, (i) Landlord shall give Tenant written notice of such offer, which notice shall contain all of the material terms of such offer, and (ii) Tenant shall have thirty (30) days after receipt of Landlord's notice to elect, by written notice to Landlord, to match such offer. If Tenant gives such election notice, the closing of Tenant's purchase of the Demised Premises shall occur within sixty (60) days thereafter. For the avoidance of doubt, Tenant shall have the right, but not the obligation, to purchase the Demised Premises pursuant to the terms of this Section 14.13 by matching any offer acceptable to Landlord for the sale of the Demised Premises.

Section 14.14. Federal Aviation Provision. Tenant's use of the Demised Premises shall be subject at all times to the promulgated airport-related regulations of the City of Danbury Airport Commission, the State of Connecticut and the Federal Aviation Administration, and Tenant agrees to abide by the relevant provisions of said regulations in connection with its use of the Demised Premises.

Section 14.15. Memorandum of Lease. At the request of either Landlord or Tenant, a memorandum of this Lease may be recorded by such party at its sole cost and expense. Each of Landlord and Tenant agrees to cooperate with the other in connection with the preparation, execution and recording of such memorandum.

[Signature and acknowledgment pages follow.]

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

Signed in the Presence of:

LANDLORD: CITY OF DANBURY

By: _____

Name:

Title:

Date:

Signed in the Presence of:

TENANT: UB DANBURY, INC.

By: _____

Name: Willing L. Biddle

Title: President

Date:

LANDLORD ACKNOWLEDGMENT

State of Connecticut)
)ss:
County of Fairfield)

On the ____ day of _____ in the year 2010 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:

TENANT ACKNOWLEDGMENT

State of Connecticut)
)ss:
County of Fairfield)

On the ____ day of _____ in the year 2010 before me, _____, the undersigned officer, personally appeared **Willing L. Biddle**, who acknowledged himself to be the President of UB Danbury, Inc., the corporation signing this Lease, and that he being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand.

(Signature of Notary Public)
Date Commission Expires:

EXHIBIT A

SITE PLAN

[To be inserted prior to lease execution.]

EXHIBIT A-1

LEGAL DESCRIPTION

[To be inserted prior to lease execution.]

EXHIBIT B

AUTHORIZING MOTION

[To be inserted prior to lease execution.]