LEASE

This lease is made and entered into by and between Urstadt Biddle Properties Inc., owner of the hereinafter-mentioned leased premises and hereafter called the LESSOR, whose address is 321 Railroad Avenue, Greenwich, Connecticut 06830 acting herein by Willing Biddle, its president, duly authorized, and the State of Connecticut, hereafter called the LESSEE, acting herein by P. J. Delahunty, Jr., its Deputy Commissioner of Public Works, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

SECTION ONE

The LESSOR hereby leases unto the LESSEE a total of 2,490 contiguous net usable square feet of secured enclosed street level computer/office space known as Unit No. 19-A situated in the "K" building at Town Line Square, 533 South Broad Street, in the Town of Meriden, County of New Haven and State of Connecticut, together with all appurtenances thereto and all right to means of ingress into and egress out of the leased premises and together with the improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on said premises. The LESSOR'S affidavit attesting to the aforesaid 2,490 contiguous net usable square feet of office space on the ground floor of the said building executed by the LESSOR on March 1, 2000 is incorporated herein by reference and made a part hereof as though fully set forth herein. A change in LESSEE use will require prior written approval by the LESSOR, which approval shall not be unreasonably withheld.

SECTION TWO

The LESSEE is to have and to hold the said premises with their appurtenances for the term of five (5) years commencing on the date established in Section Twenty-Four (24). LESSEE may use the leased premises for a Judicial Branch facilities office data processing center only and for no other use.

SECTION THREE

The LESSOR, as part of the rental consideration and at its sole expense, agrees to renovate and improve the demised premises pursuant to and in accordance with the plans entitled "STATE OF CONNECTICUT JUDICIAL BRANCH FACILITIES OFFICE JIS – ALTERNATIVE PROCESSING CENTER TOWNLINE SQUARE MERIDEN CT" dated November 18, 1999, sheet A1, and specifications entitled "SPECIFICATIONS FOR ALTERNATIVE PROCESSING CENTER TOWNLINE SQUARE MERIDEN, CT" and dated November, 1999 and pursuant to and in accordance with a contract bid from P & A Associates, Inc., 58 Longmeadow Hill Road, Brookfield, CT 06804 submitted to the State of Connecticut Judicial Branch Facilities, dated December 1, 1999. Said plans and specifications are incorporated herein by reference and made a part hereof as though fully set forth herein. Said contract bid is attached hereto as Exhibit A and made a part of this lease. The said LESSOR'S renovations and improvements shall include, without limitation, the following:

a. The LESSOR shall contract for the installation of the duress alarm system; card reader system and electronic telephone system, including a three-year maintenance contract, in accordance with the said "SPECIFICATIONS FOR ALTERNATIVE PROCESSING CENTER TOWN LINE SQUARE MERIDEN, CT" dated November 1999. The LESSEE shall reimburse the LESSOR the total costs of these systems in the amount of $9,000.00 at 8.75% interest, as follows:

1. The cost of the telephone system with wiring and three-year maintenance contract in the amount of $5,000.00 shall be amortized over five (5) years at 8.75 percent interest; i.e., $103.19 per month (principal and interest combined).

(For Department of Public Works information only: Judicial Branch)

2. The card reader, duress and security systems, in the amount of $4,000.00 shall be amortized over five (5) years at 8.75 percent interest; i.e. $82.55 per month (principal and interest combined).

b. Also, the LESSOR, as part of the rental consideration and at its sole expense, shall provide as part of the said LESSOR'S renovations and improvements the following:

1. The LESSOR shall install new carpeting prior to occupancy and thereafter every five (5) years, on the anniversary date, as needed, as determined by the LESSEE. Replacement of said carpeting shall be accomplished after business hours and the LESSOR shall be responsible to move all furniture, fixtures and equipment at its sole expense. The LESSOR'S responsibility for said replacement of carpeting shall not be diminished if the LESSEE does not exercise its extension or renewal option as provided in Section Five (5) of this lease but instead does renegotiate a new lease for an additional term of five (5) years.

2. Repainting of interior walls prior to occupancy and thereafter every five (5) years, and touch-up painting of public waiting areas every three (3) years, as needed, as determined by the LESSEE, after business hours. The LESSOR shall be responsible to move all furniture, fixtures and equipment at its sole expense. The LESSOR'S responsibility for said repainting shall not be diminished if the LESSEE does not exercise its extension or renewal option as provided in Section Five (5) of this lease but instead does renegotiate a new lease for an additional term of five (5) years. Completion of repainting and recarpeting of the leased premises, at the LESSOR'S sole cost and expense, within ninety (90) days, subsequent to the exercise of any extension or renewal option of the lease term. The work shall be scheduled so as not to unreasonably interfere with the LESSEE'S normal use of the leased premises.

c. In addition, the LESSOR, as part of the rental consideration and at its sole cost and expense, shall provide to the said building, including without limitation the demised premises, the said renovations and improvements, the usefulness of which shall survive the tenancy and occupancy of the LESSEE, and which said renovations and improvements shall comply with all laws, ordinances, rules, regulations and orders of all governmental authorities in effect from time to time, during the lease term and during any extended or renewed terms of the lease including, but not by way of limitation, all municipal, State of Connecticut and federal building and leasing laws and codes, which serve as the standards and requirements for buildings and leases. Such standards and requirements including without limitation the following: at least minimum requirements and guidelines for buildings and leased space as enacted into law and/or promulgated from time to time; State of Connecticut energy standards; compliance with Title III of the Americans with Disabilities Act of 1990, as amended; all federal, State of Connecticut and local fire, health and safety codes and any other codes for buildings and leased space.

SECTION FOUR

The LESSEE shall pay the LESSOR the total annual base rent of Seventy-Five Thousand Seven Hundred Eight Dollars and Eighty-Four Cents ($75,708.84) per year, payable in equal monthly installments of Six Thousand Three Hundred Nine Dollars and Seven Cents ($6,309.07) by the end of each calendar month. Rental for occupancy of less than a full calendar month at the commencement, termination or during any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of occupancy.

a. The aforementioned total annual base rent of $75,708.84 is a built-up rental rate comprised of the following:

1. Fixed base rent in the amount of $33,615.00 ($13.50 per net usable square foot) payable in equal monthly installments of $2,801.25 in arrears.

2. Annual rent in the amount of $39,864.96 ($16.01 per net usable square foot) payable in equal monthly installments of $3,322.08 in arrears, to amortize the cost of the renovations, improvements and work aforesaid in Section Three (3) of this lease and the cost of any general tenant renovations and improvements at the annual interest rate of 8.75% over the initial lease term of five (5) years.

3. Annual rent in the amount of $1,238.28 ($0.50 per net usable square foot) payable in equal monthly installments of $103.19 in arrears, to amortize the costs of a telephone system and a telephone maintenance agreement aforesaid in Section Three (3) of this lease at the annual interest rate of 8.75% over the initial lease term of five (5) years.

4. Annual rent in the amount of $990.60 ($0.40 per net usable square foot) payable in equal monthly installments of $82.55 in arrears, to amortize the costs of card reader, duress alarm and security systems aforesaid in Section Three (3) of this lease at the annual interest rate of 8.75% over the initial lease term of five (5) years.

5. Any increase in the aforesaid rents during the original lease term, during any extended or renewal lease term and during any hold over period shall be subject to prior written approval of the State Properties Review Board.

b. As part of the rental consideration set forth above in subsection a. of Section Four (4) of this lease, the LESSOR shall provide and pay for all of the renovations, improvements and work set forth in the plans, specifications and bid (Exhibit A) aforesaid in Section Three (3) of this lease.

SECTION FIVE

Subject to the prior written approval by the State Properties Review Board, the term of this lease may be extended or renewed at the option of the LESSEE for five (5) years at a fixed annual rent of $41,284.20 per year ($3,440.35 per month in arrears), provided notice be given in writing to the LESSOR at least ninety (90) days before the end of the original lease term, but otherwise on the same terms and conditions.

a. In addition, the LESSEE shall have the option during the original lease term, during any extended or renewed of the original lease term and during any hold over period to lease additional vacant space in the "K" building at Townline Square, 533 South Broad Street in Meriden, Connecticut with thirty (30) days' advance written notice from the LESSEE at a rental rate of $13.50 per net usable square foot, plus the cost of renovation and improvement work of the demised premises amortized over the remainder of the original lease term, and $16.58 per net usable square foot per year, pus the cost of renovation and improvement work to the demised premises amortized over the remainder of the term or over any extended or renewed term or over any hold over period, otherwise under the same terms and conditions as the original lease term. The LESSOR shall provide three (3) additional on-site parking spaces for every additional 1,000 square feet, or portion thereof, of leased expansion space. The LESSOR agrees to give to the LESSEE immediate written notice of any vacant additional space. The LESSOR further agrees that the LESSEE'S said option to lease additional vacant space may be exercised by the LESSEE at any time during the original lease term, any time during any extended or renewed lease term or hold over period, without limitation to the number of times said option may be exercised during such terms.

b. The LESSEE'S exercise of its option to lease any additional vacant space shall be subject to prior written approval by the State Properties Review Board.

SECTION SIX

The LESSOR, as part of the rental consideration, shall pay for and furnish the following to the LESSEE: heat and air-conditioning systems within the demised premises; cold running water; separate toilet facilities for men and women within the demised premises, including handicapped accessible facilities for men and women in compliance with the Americans with Disabilities Act of 1990, as amended; janitor service in areas shared in common with other tenants; annual exterior window washing; reserved, on-site parking spaces for two (2) vehicles; snow and ice removal and sanding; replacement of burnt-out ballasts; groundskeeping; pest control; fire extinguishers per code; vertical blinds; rubbish removal from the demised premises and all dumpsters; all interior and exterior maintenance and repairs to the building as may be required during the term of occupancy; interior and exterior maintenance and repairs as may be required to the demised premises during the term of occupancy except for damages caused by LESSEE or LESSEE'S invitees; and phone service and maintenance in the demised premises for the first three years of the original term.

a. The LESSEE shall pay for: heat (separately metered); electricity, including consumption for air conditioning (separately metered); janitorial service within the demised premises; replacement of burnt-out bulbs and tubes, security system within the demised premises; inside window washing in the demised premises; phone service and maintenance for the telephone system in the demised premises beyond the third year of the lease term; and the cost of monthly monitoring of the alarm system together with its maintenance.

b. Any increase in additional rents aforesaid in Sections Three (3) and Four (4) during the original lease term, during any extended or renewed lease term and during any hold over period shall be subject to prior written approval of the State Properties Review Board. Also, any revisions to the additional rents (electricity, heat, janitorial services, window washing, etc.) payable by the LESSEE as in subsection a. of Section Six (6) shall be subject to prior written approval of the State Properties Review Board.

SECTION SEVEN

a. The LESSOR agrees that if any rental installment shall be due and unpaid for fifteen (15) or more days after its due date, such nonpayment shall not constitute a default under the terms of this lease unless prior thirty (30) days' written notice is given to the Commissioner of the Department of Public Works of such nonpayment.

SECTION EIGHT

The LESSOR shall maintain the demised premises and any and all equipment, fixtures, and appurtenances, whether severable or not, furnished by the LESSOR under this lease in good repair and tenantable condition, except in case of damage arising from the act or negligence of the LESSEE, its officers, agents and employees. For the purpose of so maintaining said premises and property, the LESSOR may at reasonable times, and with the approval of the authorized representative of the LESSEE in charge, inspect the same and make any necessary repairs thereto. If the LESSOR fails to make any necessary repairs within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice of such needed repairs may make the necessary repairs and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease or may recover all or any portion of such cost and expenses by other appropriate means.

a. Also, if the LESSOR has any other obligations under this lease that the LESSOR fails to fulfill within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice may withhold any rental payments during such period of failure. The LESSEE upon such failure may fulfill such obligations itself and deduct the cost thereof and expenses connected therewith from rents due or to become due the LESSOR under the terms of this lease or may recover all or any portion of such cost and expenses by other appropriate means.

SECTION NINE

At all times during this lease and during any extension or renewal thereof or hold over period, the LESSOR shall protect, indemnify and hold harmless the LESSEE, its officers, agents and employees, against any and all loss, cost, liability, injuries (including death), damages, compensation, and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by or alleged to have been sustained by the LESSEE, its officers, agents and employees, and sustained by or alleged to have been sustained by the property, real or personal, of the LESSEE, its officers, agents and employees, and sustained by or alleged to have been sustained by the public or by any other person or property, real or personal, from, or arising out of, or directly or indirectly due to, any cause, condition, event, accident, incident, happening or occurrence, related to the following:

a. The acts, omissions, or negligence of the LESSOR and of the LESSOR'S officers, agents, employees, contractors, and any and all persons under the control of the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at Town Line Square, 533 South Broad Street, Meriden, Connecticut;

b. The LESSOR'S use or activity or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by the LESSOR, in or about the demised premises and in or about the building or buildings in which the demised premises are located and in or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at Town Line Square, 533 South Broad Street, Meriden, Connecticut;

c. The LESSOR'S default in its observance and performance of any of the terms, covenants or conditions of this lease and of any extension or renewal of this lease.

d. The LESSOR shall provide and maintain public liability insurance, with the LESSEE named as an additional insured in a combined single minimum amount of $1,000,000.00 for bodily injury (including death) and property damage to protect the interest of the LESSEE as it appears herein, at no cost to the LESSEE, and shall annually provide the LESSEE with a certificate of insurance to this effect, at the LESSOR'S expense; and the LESSOR shall additionally provide and maintain standard fire and casualty insurance, including extended coverage, vandalism, malicious mischief, and special extended coverage ("all risks"), with the LESSEE named as an additional insured in an amount equal to not less than 100% of the replacement cost of the structures of said building, including without limitation the structures of the demised premises, at no cost to the LESSEE, and at no cost to the LESSEE, the LESSOR shall also annually provide the LESSEE with a certificate of such fire and casualty insurance to this effect. Such certificates of insurance shall also specifically indicate that the policies insuring the LESSEE include, but without limitation, said liability and fire and casualty insurance coverage pertaining to any and all risks described under Section 9, and subsections 9a., 9b. and 9c. herein.

e. In case any claim, action, cause of action, suit, proceeding, litigation is brought against the LESSEE, its officers, agents and employees, by reason of any of the same, the LESSOR shall, at the LESSOR'S expense, resist and defend such claim, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended, by retained counsel reasonably satisfactory to the LESSEE.

f. The required certificates of insurance shall include a statement that the LESSEE is an additional insured. Such policies of insurance shall also provide notification to the LESSEE at least thirty (30) days prior to any cancellation or modification of coverage.

g. Nothing in this Section Nine shall be construed to make LESSOR responsible for loss, damage, liability or expense resulting from injuries to persons or property (a "Loss") caused by the negligence or the willful, wanton or intentional acts of LESSEE or its officers, contractors, licensees, agents, employees or invitees; provided however, if any such Loss is caused only in part by the negligence of LESSEE or its officers, contractors, licensees, agents, employees or invitees, and in part by the negligence of the LESSOR, its officers, agents, employees, licensees, contractors or invitees, and this Section Nine otherwise would impose responsibility on LESSOR for such Loss, then the extent to which LESSOR shall be responsible for such Loss under Section Nine, with respect to the LESSEE, shall be limited to, and in direct proportion to, the respective percentage of such Loss attributable to the negligence of the LESSOR or its officers, contractors, licensees, agents, employees or invitees.

SECTION TEN

The LESSEE may sublet all or any part of the demised premises or assign this lease, not, however, without the LESSOR'S prior written approval, which approval shall not be unreasonably withheld but the LESSOR and the LESSEE shall not be relieved from the terms, conditions and obligations under this lease by reason of any such subletting or assignment.

SECTION ELEVEN

The LESSEE shall have the right, at its option, at any time during the continuance of this lease and/or during any extension or renewal of this lease and/or within thirty (30) days after the termination of this lease and/or within thirty (30) days after the termination of any extension or renewal of this lease and/or within thirty (30) days after the termination of any hold over period, to sever, remove or otherwise dispose of all alterations, additions, improvements, fixtures, equipment and any other property owned by the LESSEE and placed on said premises by the LESSEE during the duration of this lease and/or during any extension or renewal of this lease

and/or during any hold over period and/or during any previous lease, provided that any damage to the said premises caused by such removal shall be repaired by the LESSEE.

SECTION TWELVE

If all or part of the demised premises becomes unfit for use for the purposes leased, the LESSOR shall put the same in satisfactory condition as determined by the LESSEE for the purposes leased. If the LESSOR does not do so or fails to do so with reasonable diligence, the LESSEE, in its discretion, may cancel the lease. For any period that the said demised premises or any part thereof is unfit for the purposes leased, the rent shall be abated in proportion to the area determined by the LESSEE to have been rendered unavailable to the LESSEE by reason of such condition.

SECTION THIRTEEN

At the expiration or other termination of this lease, the LESSEE will surrender the demised premises in as good condition as that existing at the time of entering upon the same under this lease except for reasonable use and wear thereof, damage by the elements, fire or other unavoidable casualties and except for any alterations or additions which may have been made by the LESSOR or by the LESSEE with the written consent of the LESSOR, and which were made with the understanding that they would not be removed by the LESSEE.

SECTION FOURTEEN

If at the expiration or termination of the lease term the LESSEE shall hold over for any reason, the tenancy of the LESSEE thereafter shall operate and be construed to be a tenancy from month-to-month only, at the base rent hereinbefore specified (prorated on a monthly basis) and otherwise the LESSOR and LESSEE shall be subject to all other terms and conditions of this lease.

SECTION FIFTEEN

Notices from the LESSEE to the LESSOR shall be sufficient if delivered to the LESSOR or if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the LESSOR at the address shown in this lease. Notices from the LESSOR to the LESSEE shall be sufficient if delivered to the LESSEE or placed with the United States Postal Service, or sent certified mail, postage prepaid, addressed to the Commissioner, Department of Public Works, State Office Building, Hartford, Connecticut 06106-1630.

SECTION SIXTEEN

No change in ownership shall be binding upon the LESSEE unless and until the LESSEE has been furnished either with the original instrument evidencing such transfer or a true copy thereof.

SECTION SEVENTEEN

This lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

SECTION EIGHTEEN

This lease, including the exhibits and schedules attached hereto that are made a part of this lease and any plans, drawings, specifications, affidavits, booklets or part thereof, contract bids and statements that are incorporated herein by reference and made a part of this lease, contains the entire agreement of the parties and all prior negotiations, agreements and understandings are merged herein. Neither the LESSOR'S nor the LESSEE'S representatives have made any representations or warranties with respect to the premises or this lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by the LESSOR or LESSEE by implication or otherwise unless expressly set forth herein.

SECTION NINETEEN

This lease, whatever the circumstances, shall not be binding on the LESSOR or the LESSEE unless and until approved by the Attorney General of the State of Connecticut and delivered to the LESSOR.

SECTION TWENTY

For the purposes of this section, the word "contractor," except where it is immediately preceded by the word "small," is substituted for and has the same meaning and effect as if it read "LESSOR." This section is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission, advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

SECTION TWENTY-ONE

For the purposes of this section, the word "contractor" is substituted for and has the same meaning and effect as if it read "LESSOR." This section is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

(a)(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the General Statutes; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedure of the contractor which relate to the provisions of this section and Section 46a-56 of the General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

SECTION TWENTY-TWO

The LESSOR covenants to being well seized of the demised premises and that said premises as constituted and for the purposes leased are and will continue to stand in compliance with all codes and ordinances and the requirements of the Americans with Disabilities Act of 1990 including any amendments or regulations pertaining thereto, applicable to the ownership, occupancy and operation of the premises. The LESSOR covenants to having good right to lease said premises and agrees to defend the title thereto and to reimburse and hold the LESSEE harmless from all damage and expenses which the LESSEE may suffer by reason of any restriction, encumbrance or defect in such title. The LESSOR shall suffer and permit the LESSEE to occupy, possess and peacefully enjoy the demised premises without hindrance or molestation from the LESSOR or any other party or person claiming by, from or under the LESSOR.

SECTION TWENTY-THREE

The LESSOR'S affidavits entitled "STATEMENT OF FINANCIAL INTEREST" and "CONTACT AFFIDAVIT" are incorporated herein by reference and made a part hereof as though fully set forth herein and shall be a condition of the lease. Any false statement contained in said affidavits shall constitute a breach of this lease and would give the LESSEE the right to terminate the lease at any time by giving written notice.

SECTION TWENTY-FOUR

After the approval of this lease by the Attorney General of the State of Connecticut, the renovations, improvements and work to the leased premises as called for in Section Three (3) shall be completed by the LESSOR within ninety (90) calendar days of the date of such approval by the Attorney General.

a. All such renovations, improvements and work shall be in compliance with the State Building Code, the State Fire Safety Code, and any other applicable codes, rules, regulations, laws and ordinances and with the applicable portions of Section H, Part 1 of the LESSEE'S 1987 booklet entitled "LEASING POLICIES AND PROCEDURES." Further, the LESSOR shall certify that all energy performance goals set forth in the applicable portions of Section H, Part 3 of said booklet are met upon final completion of all work. Said Parts 1 and 3, not in conflict with other provisions of this lease, are incorporated herein by reference and made a part hereof as though fully set forth herein.

b. The renovations, improvements and work shall be subject to on-site inspection during work progress as well as to a final inspection before any acceptance of such renovations, improvements and work. Such inspections and acceptance to be made by the LESSEE'S Department of Public Works. Upon proper completion of the renovations, improvements and work and the issuance of a certificate of occupancy by the appropriate municipal authority, the LESSOR shall immediately notify the Department of Public Works Commissioner in writing of such completion and issuance.

c. Upon the LESSEE'S timely receipt of written notice of completion of all leasehold renovations, improvements and work and any other required improvements, including a certificate of occupancy from the LESSOR, the LESSEE within seven (7) business days shall inspect said renovations, improvements and work. If within the aforesaid seven (7) day period the LESSEE has no objections to the said renovations, improvements and work, a written decision as to acceptance of the demised premises by the Department of Public Works shall be made within the aforesaid seven (7) day period. In the event the LESSEE has objections to the said renovations, improvements and work, then in lieu of such written decision, the LESSEE shall, within thirty (30) days of the LESSEE'S receipt of the LESSOR'S said notice of completion and a certificate of occupancy, deliver to the LESSOR, the LESSEE'S specific written objections regarding the said renovations, improvements and work. If the LESSOR fails to cure the LESSEE'S written objections within thirty (30) calendar days from the date of the LESSEE'S said notice of objections, the LESSEE, at its option and without further notice, may make any necessary renovations, improvements and perform any necessary work to cure the LESSEE'S said written objections and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease.

d. The LESSOR'S failure to complete all said leasehold renovations, improvements and work and any other required improvements set forth in any of the LESSEE'S said plans, drawings, specifications and contract bids within 90 calendar days commencing from the date this lease is approved by the Attorney General and receipt of applicable building permits, provided LESSOR has diligently pursued obtaining such permits and time shall be of the essence and/or the failure of the LESSOR to cure the LESSEE'S said written objections, if any, within the said thirty (30) day period shall constitute a material breach of the lease if such failure is not attributable to an act of God or force majeure. In the event of any such breach or default, the LESSEE, at its option, may terminate this lease upon written notice in the manner provided under Section Fifteen (15). In the event that the LESSEE exercises its said option to terminate this lease, the LESSOR agrees to the following:

1. To reimburse the LESSEE for any financial amount that the LESSEE may have expended in commencing and/or completing any of the aforesaid necessary renovations and improvements and in performing any aforesaid necessary work.

e. The term of this lease hereinbefore mentioned in Section Two (2) and the rental commencement date shall commence on the date of the delivery of possession of the demised premises to the LESSEE and such lease term shall terminate five (5) years later. As used in this lease, the term "date of delivery of possession" shall mean the date upon which all of the following have occurred:

1. The Department of Public Works' receipt of the LESSOR'S said notice of the completion of the renovations, improvements and work, accompanied by a copy of the certificate of occupancy;

2. The written acceptance, by the LESSEE'S Department of Public Works, of the LESSOR'S renovations, improvements and work;

3. The written acceptance of the demised premises by the LESSEE'S Department of Public Works; and

4. The LESSEE'S actual physical occupancy of the demised premises or when the LESSEE actually opens for business at the demised premises, whichever occurs first; provided, however, in no event shall the Commencement Date be later than thirty (30) days after written acceptance of the demised premises by the Department of Public Works. LESSOR and LESSEE shall confirm by a letter the Commencement Date once it can be established.

f. Nothing herein shall constitute a reduction, restriction or waiver of any other remedies available to the LESSEE under this lease and in law and equity.

SECTION TWENTY-FIVE

The LESSEE shall not be responsible for any payments or reimbursements under this lease except those expressly provided herein.

SECTION TWENTY-SIX

Any modification of this lease or additional obligation assumed by either of the LESSOR or LESSEE in connection with this lease shall be binding only if evidence in writing signed by the LESSOR and the LESSEE or an authorized representative of the LESSOR or LESSEE, and approved by the Attorney General and the State Properties Review Board.

SECTION TWENTY-SEVEN

The LESSEE shall not be liable for damage to any property or injury to person caused by the LESSOR'S negligence, omission or misconduct or willful, wanton and intentional acts or caused by the LESSOR'S criminal conduct.

SECTION TWENTY-EIGHT

The LESSEE shall not be liable to the LESSOR and to any person for any loss, damage to any person for any loss, damage to any property or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, court order, requisition or order of governmental authority, or any other matter beyond the control of the LESSEE.

SECTION TWENTY-NINE

The parties shall not have any obligations and duties under this lease except those expressly provided herein.

SECTION THIRTY

The liability of LESSOR to indemnify and save and hold harmless LESSEE shall be effectively protected by insurance. The limits of coverage of such insurance purchased by the LESSOR shall not in any way limit, reduce or restrict the LESSOR'S obligations under any indemnification and save and hold harmless provisions stated in this lease.

SECTION THIRTY-ONE

It is agreed that this lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

SECTION THIRTY-TWO

As special conditions, the LESSOR further agrees to the following:

a. The LESSOR, at its sole expense and cost, shall cause the entire premises at Town Line Square, 533 South Broad Street, Meriden, CT., to be in compliance with the Americans with Disabilities Act of 1990, as amended.

b. All of the said renovations, improvements and work mentioned in Sections Three (3) and Twenty-Four (24), shall be accomplished by the LESSOR within ninety (90) calendar days after the Attorney General signs this lease and the City of Meriden issues the necessary building permits.

c. The LESSOR further represents and warrants to the LESSEE that all materials, equipment and work made part of the said renovations and improvements (inclusive of all tenant improvements made on behalf of the LESSEE), shall be new, designed and constructed in a workmanlike manner, free of any defects, including without limitation, design, architectural, engineering, structural, electrical, mechanical, heating, ventilating, air conditioning, or plumbing defects, and in accordance with the terms and conditions of this lease.

SECTION THIRTY-THREE

The LESSOR shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the LESSOR. Exposed ducts, piping, and conduits are not permitted in office space.

a. The LESSOR shall ensure that all Computer controlled facility components are Year 2000 compliant prior to acceptance of the space for occupancy by the LESSEE. Prior to acceptance of the space for occupancy by the LESSEE, the LESSOR shall verify Year 2000 compliance as follows:

1. By physical testing all Computer controlled facility components;

2. By the LESSOR'S written certification to the LESSEE that the LESSOR has performed such physical testing and that all Computer controlled facility components are Year 2000 compliant; and

3. By the LESSOR providing written confirmation from the component and/or systems manufacturer that the Computer controlled facility component is or components are Year 2000 compliant.

b. "Computer controlled facility components" refers to software driven technology and embedded microchip technology. This includes, but is not limited to, programmable thermostats, HVAC controllers, auxiliary elevator controllers, auxiliary equipment, utility monitoring and control systems, fire detection and suppression systems, alarms, security systems, electrical systems, electrical generation systems and any other facilities control systems utilizing microcomputer, minicomputer, or programmable logic controllers.

c. The terms "Year 2000 compliant" and "Year 2000 compliance" mean the following:

1. that each hardware, software, and firmware product ("product") or each developed, modified or remedied item of hardware, software, and firmware ("item") or each service shall be able to:

(i.) accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, calculating, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;

(ii.) properly exchange date/time data when used in combination with other information technology; and

(iii.) perform as a system.

2. Notwithstanding any provision to the contrary, the remedies available to the State under this Year 2000 compliant shall include repair or replacement of any product and/or item whose non-compliance with the Year 2000 compliant is discovered and made known to the LESSOR in writing.

3. Nothing in this Year 2000 compliant shall be construed to limit any rights or remedies the LESSEE may otherwise have under this lease with respect to defects other than Year 2000 compliance.

4. In addition, the LESSOR agrees that products or items modified or remedied to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data.

d. The LESSOR agrees that products or items not being modified or remedied directly will remain unaffected with respect to their normal functioning or performance.

e. In the case of the repair/replacement to effect Year 2000 compliance, the LESSOR shall also verify Year 2000 compliance as follows:

1. By physical testing each repaired or replaced component or components;

2. By the LESSOR'S written certification to the LESSEE that the LESSOR has performed such physical testing and such repaired or replaced component is or components are Year 2000 compliant; and

3. By the LESSOR providing written confirmation from the component and/or systems manufacturer that the repaired or replaced component is or components are Year 2000 compliant.

f. Notwithstanding any provision to the contrary, the LESSOR shall also ensure that all Computer controlled facility components are and will continue to be Year 2000 compliant throughout the duration of this lease, and during any extension or renewal thereof, under the same terms, conditions, covenants, obligations, requirements, procedures and manner, as provided in this Section Thirty-Three (33).

g. The LESSOR shall protect, indemnify, save and hold harmless the LESSEE, its officers, agents, and employees, against all liability, claims, loss, cost, injuries (including death), damages, compensation and expense, including without limitations, all claims, demands, penalties, actions, causes of action, suits, litigation, proceeding and attorney's fees and costs, arising out of any failure of the LESSOR in any respect to comply with and perform the requirements and provisions under this Section Thirty-Three (33).

h. In case any such claim, action, cause of action, suit, proceeding, litigation, is brought against the LESSEE, its officers, agents, and employees, by reason of any of the same, the LESSOR shall, at the LESSOR'S expense, resist and defend such claims, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended, by counsel reasonably satisfactory to the LESSEE.

i. If the LESSOR fails to fulfill its obligations under this Section Thirty-Three (33), the LESSEE in addition to any other remedies, and not in lieu thereof, shall have the right to do one or more of the following:

1. Withhold any rental payments during such period of failure;

2. Terminate this lease;

3. Fulfill such obligations itself and deduct the costs thereof and any expenses connected therewith from rents due or to become due the LESSOR under the terms of this lease; and

4. Recovery of all or any portion of such cost and expense by other appropriate means.

SECTION THIRTY-FOUR

Each provision of this lease to be performed by the LESSOR shall be construed to be both a covenant and condition, and if there shall be more than one LESSOR, they shall be bound jointly and severally by each and every section and provision of this lease.

SECTION THIRTY-FIVE

In no event shall the LESSEE be obligated or liable for any additional rent not expressly provided for in this lease.

SECTION THIRTY-SIX

The LESSEE may record this lease, provided however, that the LESSOR, at the written request of the LESSEE, shall join in the execution of a notice or memorandum of this lease in such form as the LESSEE shall prepare for the purpose of recordation pursuant to General Statutes Section 47-19.

SECTION THIRTY-SEVEN

If for any reason the terms of this lease or any substantive provision thereof, shall be found to be unenforceable, illegal or violative of public policy, this lease shall automatically be amended to conform to the applicable decision, and the LESSOR and LESSEE hereto expressly agree to execute any amendments necessary to effectuate the goals and purposes of this lease.

SECTION THIRTY-EIGHT

The LESSOR hereby represents that in compliance with Section 7 of Public Act 99-220, the LESSOR has had a security audit conducted in and about the demised premises and in and about the "K" building in which the demised premises is located at Town Line Square, 533 South Broad Street, Meriden, Connecticut (hereinafter "Total Premises") and that the LESSOR has implemented the recommendations of said security audit and that said implemented recommendations has brought the Total Premises into compliance with the security standards established under Section 7 of said Public Act.

Pursuant to Section 7 of said Public Act, the LESSOR hereby agrees that the LESSOR shall maintain said security standards for the Total Premises throughout the lease term, during any extension or renewal of the lease term and during any hold over period.

SECTION THIRTY-NINE

Subordination to Mortgages and Attornment. This lease is subordinate to any first mortgage which has been or may from time to time hereafter be placed against the leased premises provided, in the case of open ended mortgages, the original principal amount of the secured debt is not increased, and is also subordinate to any and all renewals, modifications, consolidations and replacements thereof. Although no instrument or act on the part of the LESSEE shall be necessary to effectuate such subordination, upon demand by the LESSOR the LESSEE shall forthwith execute and deliver to the LESSOR such instrument or instruments as may be reasonably necessary to evidence this subordination provided that the form of the instrument is commercially reasonable. In the event of a foreclosure of any such mortgage or a sale in lieu thereof, the LESSEE, so long as no material default exists on its part under this lease, shall not be disturbed in its occupancy of the premises, and this lease shall continue in full force and effect with the LESSEE recognizing and attorning to the then owner of the premises as its lessor hereunder. Nothing herein may be construed as a waiver of or limitation upon the LESSEE'S sovereign immunity.

SECTION FORTY

If in the reasonable judgment of the LESSOR, the shopping center cannot be operated as an integral unit because it is damaged or destroyed by fire or other casualty, the LESSOR may terminate the lease with thirty (30) days' prior written notice to the LESSEE.

SECTION FORTY-ONE

The LESSEE shall not be responsible, obligated or liable for the payment of any real estate taxes as additional rent during the initial, extended or renewal lease terms.

SECTION FORTY-TWO

None of the provisions in this lease shall be deemed or construed to be a waiver of sovereign immunity.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Signed in the presence of:

Thomas D. Myers)
THOMAS D. MYERS)
)
Raymond P. Argila)
RAYMOND P. ARGILA)

Urstadt Biddle Properties Inc.

by Willig L. Biddle
Willing Biddle
its president
duly authorized

Date signed: April 27, 2001

State of Connecticut

Marjorie E. Heap)
Marjorie E. Heap)
)
N'Marie Crumbie)

by [signature]
P. J. Delahunty, Jr.
Its Deputy Commissioner of Public Works,
duly authorized

Date signed: 5-9-01

State of Connecticut
ss:
County of Fairfield

The foregoing instrument was acknowledged before me this 27th day of April 2001 by Willing Biddle of Urstadt Biddle Properties Inc., a Connecticut corporation, on behalf of the corporation.

In witness whereof I hereunto set my hand.

Donna S. Borchers
DONNA S. BORCHERS
~~Commissioner of the Superior Court~~
Notary Public
My commission expires 7/31/2005

DONNA S. BORCHERS
Notary Public
State of Connecticut
Commission Expires: 7/31/2005

State of Connecticut
ss: Hartford
County of Hartford

On this the 9th day of MAY 2001, before me, N'marie Crumbie the undersigned officer, personally appeared P. J. Delahunty, Jr., of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

[signature]
Notary Public
My commission expires 2/28/2006

Approved:

[signature] Date signed: 5/21/01
ABSD. Attorney General

EXHIBIT A

158 Longmeadow Hill Rd.
Brookfield Ct. 06804
Phone: (203) 775-3747
Fax: (203) 775-3520
Tpayuk@aol.com
payuk@freewwweb.com

P&A ASSOCIATES, INC.

QUALITY CONSTRUCTION AND
ELECTRICAL CONTRACTORS

Contract

Page No. ____ Of ____ Pages

CONTRACT SUBMITTED TO:

URSTADT /BIDDLE PROP INC		Phone No.	Date: December 1, 1999
No. and Street: 321 RAILROAD AVE		Job Name: ST. OF CT. JUDICIAL BRANCH FACILITIES	
Town and City: GREENWICH CT	State:	Zip: 06830	Job Location: TOWNLINE SQUARE MERIDEN
Architect:	Date of Plans:		Job No. and Phone:

We hereby submit specifications and estimates for:

ALLWALLS METAL STUDS GYPSUM AND TAPED			
HR RATED WALLS WITH FRAMING TYPE5	$4,000.00	SITE PHONE WORK	$1,000.00
TYPICAL WALL TYPES 1&2	$7,700.00	HVAC 10 TON BACK UP SYSTEM COMPUTER RM.	$12,000.00
WALL TYPE 3	$8,000.00	GENERATOR/ 40KVA EQUIPMENT AND HVAC	$25,000.00
DOORSAND HARDWARE	$6,300.00	150AMP/3PHASE	
ELECTRIC	$17,800.00	GENERATOR EQUIPMENT ONLY 10KVA 50AMP	
HVAC general space 5 ton	$9,000.00	3 PHASE 10,000.00	
FINISH CARPENTRY	$4,500.00		
MISC BUID/ /SHELVING	$3,500.00		
PLUMBING WITH GAS	$6,500.00		
BATHRM	$3,400.00	ALL WORK AS PER PLANS AND STATE	
SPRINKLERS	$2,500.00	SPECIFICATIONSPAGES 1-12	
FLOORING/ COVE BASE	$8,000.00		
PHONE SYSTEM	$2,000.00		
COMPUTER RM.FLOOR, CR	$12,000.00		
CEILINGS 3000 CR	$6,000.00		
ELECTRIC CR	$3,000.00		
HVAC COMPUTERRM 12.5 ton CR	$33,500.00		
SPRINKLER CR	$2,800.00		
PHONES CR	$2,000.00		
SECURITY TOTAL	$4,000.00		
PAINTING	$4,000.00		
SIGHNS	$5,000.00		
GENERAL CONSTRUCTION	$15,500.00		

This proposal does not include any extras added to the job.

We Contract hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of:

($209,000.00) dollars

Payment to be made as follows

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. The owner is to carry fire, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: _____

Acceptance of Contract: -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

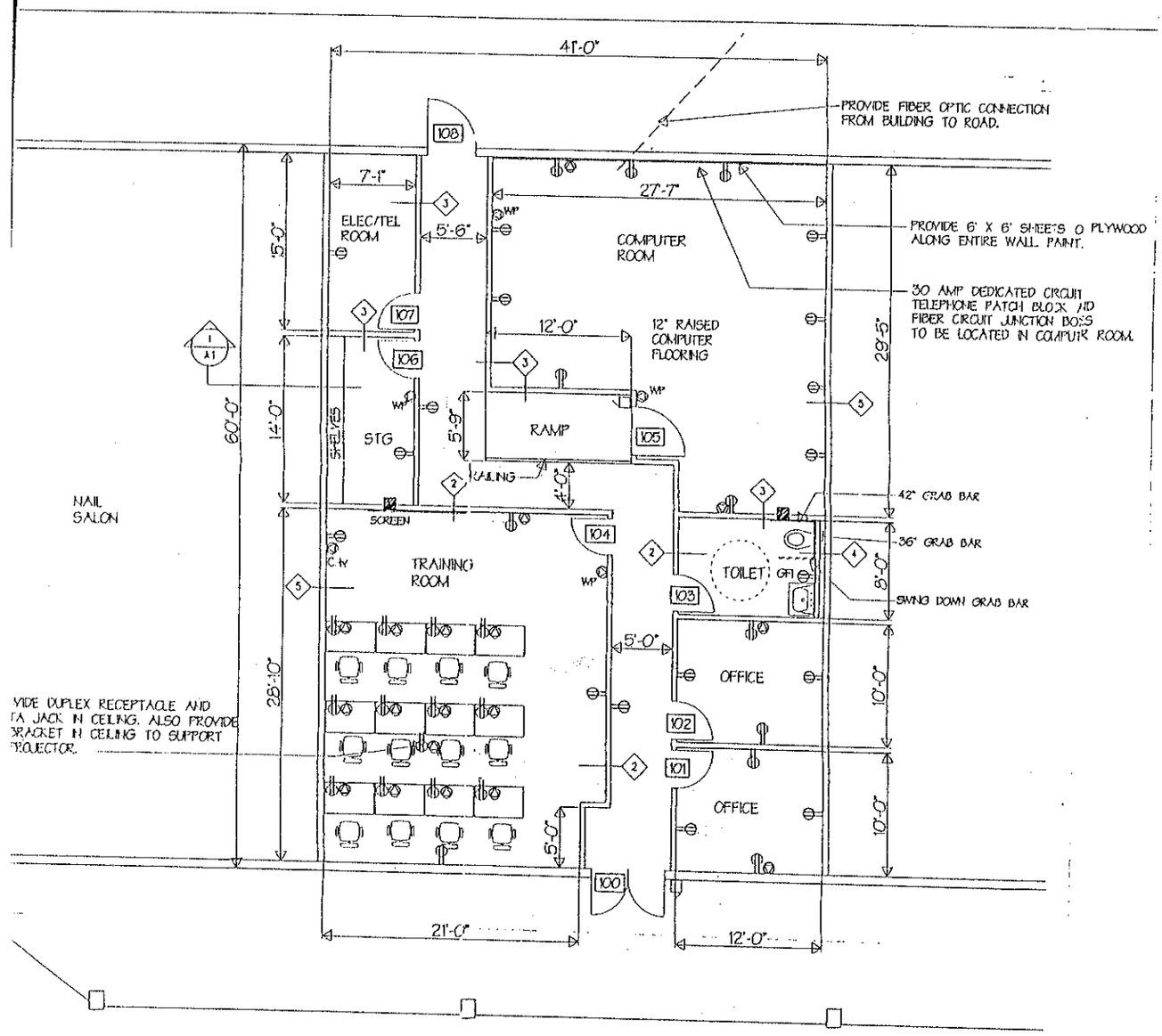
NOTE: All accounts 30 days and over are subject to a finance charge of 1.5% per month or an annual percentage rate of 18%. The buyer agrees that in the event of default by non-payment of his or her overdue account, he or she is liable for all collection costs including all attorney fees, sheriffs fees and all court costs

Note: This contract may be withdrawn by us if not accepted within ____ days

Date of Acceptance: _____

Signature _____

Signature _____



FLOOR PLAN

SCALE 1/8" = 1'-0"

EY TO SYMBOLS

- = DUPLEX RECEPTACLE
- TELEPHONE/TWO PORT DATA JACK
- WALL PHONE
- CARD READER

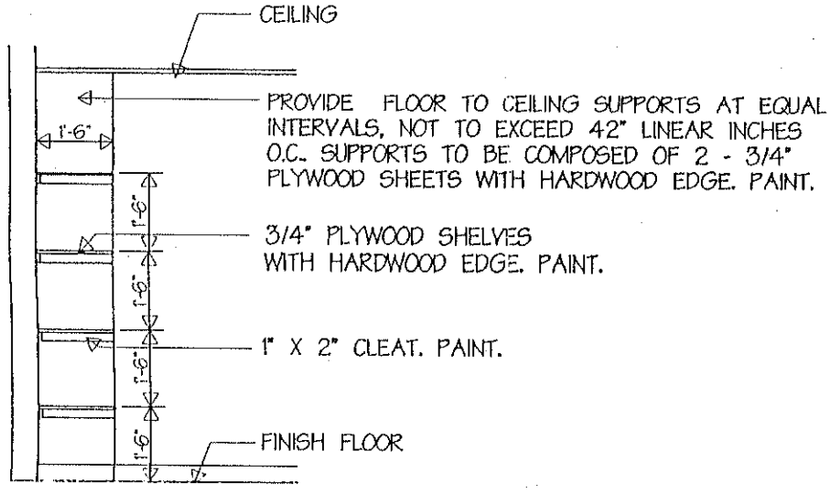
REFER ALSO TO ATTACHED PROJECT SPECIFICATIONS DATED NOVEMBER, 1999

STATE OF CONNECTICUT
JUDICIAL BRANCH
FACILITIES OFFICE

75 ELM STREET
HARTFORD, CT 06106

REVISIONS	DATE	NO.
FILE NAME: JISAPCW2.DWG		

PROJECT COORD. DLEVEUE	
DRAWN BY AAM	CKD
SCALE AS NOTED	
DATE NOVEMBER 19, 2000	



1 / A1 SHELVING DETAIL

SCALE 3/8" = 1'-0"

WALL TYPES

ALL WALLS ARE TYPE 1 UNLESS OTHERWISE NOTED

1. TYPICAL PARTITION -
3 5/8" 25GA. METAL STUDS @ 16" O.C. WITH ONE LAYER OF 5/8" GYPSUM BOARD EACH SIDE. FILL WITH BATT INSULATION. CONSTRUCT TO 6" ABOVE CEILING.

2. NON-RATED FLOOR TO DECK PARTITION -
SAME AS TYPE 1 EXCEPT CONSTRUCT TO UNDERSIDE OF DECK ABOVE.

3. ONE HOUR FIRE RATED PARTITION (UL DESIGN #U465) -
3 5/8" 25 GA. METAL STUDS @ 16" O.C. WITH TWO LAYERS OF 5/8" FIRE CODE GYPSUM BOARD EACH SIDE. FILL WITH BATT INSULATION. CONSTRUCT TO UNDERSIDE OF DECK ABOVE.

4. PLUMBING WALL -
2 ROWS OF 3 5/8" 25 GA. METAL STUDS @ 16"O.C. WITH ONE LAYER OF 5/8" SHEETROCK ON ROOM SIDE ONLY. WALL CONSTRUCTION TO DECK ABOVE.

5. FOUR HOUR FIRE RATED PARTITION (UL DESIGN #U490) -
2 1/2" 25 GAUGE METAL STUDS @ 16" O.C. WITH TWO LAYERS OF 3/4" GYPSUM BOARD EACH SIDE. FILL WITH BATT INSULATION. CONSTRUCT TO UNDERSIDE OF DECK ABOVE.

STATE OF CONNECTICUT
JUDICIAL BRANCH
FACILITIES OFFICE
APPROVED BY
DATE 11/18/99

PROJECT TITLE	JIS - ALTERNATIVE PROCESSING CENTER
LOCATION	TOWNLINE SQUARE MERIDEN, CT
SHEET A1	

FIRST AMENDMENT TO LEASE AGREEMENT

This amendment to the hereinafter-mentioned lease agreement is made and entered into by and between Urstadt Biddle Properties Inc., hereinafter called the LESSOR, whose address is 321 Railroad Avenue, Greenwich, Connecticut 06830, acting herein by Linda Lacey, its vice president, duly authorized, and the State of Connecticut, hereafter called the LESSEE, acting herein by P.J. Delahunty, Jr. its Deputy Commissioner of Public Works, duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised.

W I T N E S S E T H

WHEREAS the LESSOR and the LESSEE entered into a lease agreement on May 21, 2001 with respect to Unit No. 19-A situated in the "K" building at Town Line Square, 533 South Broad Street, in the Town of Meriden, County of New Haven and State of Connecticut (the "Lease"), which lease is recorded on the land records in the Town Clerk's Office for the Town of Meriden, in Book Volume 2694, beginning at page 331; and

WHEREAS the parties hereto desire to modify the Lease;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto covenant and agree as follows:

The recitals set forth above are hereby incorporated in this First Amendment and made a part hereof.

1. Section One (1) of the Lease is hereby modified by deleting the words "computer/office space" in the second line and substituting therefor the words "space for training of employees of the State of Connecticut, for general, administrative, clerical and managerial and computer training, offices associated therewith, and/or space for data processing".

2. Section Two (2) of the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof: The LESSEE is to have and to hold the said premises with their appurtenances for the term of five (5) years commencing on November 15, 2001. LESSEE may use the leased premises for the training of employees of the State of Connecticut, for general, administrative, clerical and managerial and computer training, offices associated therewith, and/or for data processing.

3. Section Three (3) of the Lease is hereby modified by deleting the plans and specifications referenced therein and in lieu thereof referencing plans and specifications respectively entitled "STATE OF CONNECTICUT JUDICIAL BRANCH FACILITIES OFFICE 75 ELM STREET HARTFORD, CT 06106 – JIS - TRAINING CENTER TOWNLINE SQUARE MERIDEN, CT" REVISED SHEET A1-a" dated November 18, 1999 and revised to February 1, 2002, and "SPECIFICATIONS FOR ALTERNATIVE PROCESSING CENTER TOWN LINE SQUARE MERIDEN, CT" dated November, 1999, and revised to February 1, 2002," which plans and specifications, prepared by the State of Connecticut Judicial Branch Facilities Office 75 Elm Street Hartford, CT 06106, are incorporated herein and made a part hereof as if fully set forth herein. Section Three (3) of this lease is also modified by deleting the next to the last sentence of the first paragraph that reads, "said contract bid is attached hereto as Exhibit A and made a part of this lease."

4. The first paragraph of Section Three (3)(a) of the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:
   a. The LESSOR shall contract for the installation of the burglar alarm, card reader, and electronic telephone systems, including a three-year maintenance contract for each, in accordance with the said "SPECIFICATIONS FOR ALTERNATIVE PROCESSING CENTER TOWN LINE SQUARE MERIDEN,

RB 5/13/02

CT" dated November, 1999 and revised to February 1, 2002. The LESSEE shall reimburse the LESSOR the total costs of these systems in the amount of $9,000.00 at 8.75% interest, as follows:

5. Section Three (3)(a)(2) of the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof: The burglar alarm and card reader systems, in the amount of $4,000.00 shall be amortized over five (5) years at 8.75 percent interest; i.e. $82.55 per month (principal and interest combined).

6. Section Four (4) of the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof: "The LESSEE shall pay the LESSOR the total annual base rent of Seventy Thousand Six Hundred Thirty-Eight Dollars and Twenty-Five Cents ($70,638.25) per year, payable in equal monthly installments of Five Thousand Eight Hundred Eighty-Six Dollars and Fifty-Two Cents ($5,886.52) by the end of each calendar month. Rental for occupancy of less than a full calendar month, at the commencement, termination, or during any partial interruption of this lease, shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of occupancy.

"a. The aforementioned total annual base rent of $70,638.25 is a built-up rental rate comprised of the following:

1. Fixed base rent in the amount of $33,615.00 ($13.50 per net usable square foot) payable in equal monthly installments of $2,801.25, in arrears.

2. Annual rent in the amount of $34,794.37 ($13.97 per net usable square foot) payable in equal monthly installments of $2,899.53 in arrears, to amortize the cost of the renovations, improvements and work aforesaid in Section Three (3) of this lease and the cost of any general tenant renovations and improvements at the annual interest rate of 8.75% over the initial lease term of five (5) years.

3. Annual rent in the amount of $1,238.28 ($0.50 per net usable square foot) payable in equal monthly installments of $103.19 in arrears, to amortize the costs of a telephone system and a three-year telephone maintenance agreement aforesaid in Section Three (3) of this lease at the annual interest rate of 8.75% over the initial lease term of five (5) years.

4. Annual rent in the amount of $990.60 ($0.40 per net usable square foot) payable in equal monthly installments of $82.55 in arrears, to amortize the costs of burglar alarm and card reader systems and a three-year maintenance agreement for each, aforesaid in Section Three (3) of this lease at the annual interest rate of 8.75% over the initial lease term of five (5) years.

5. Any increase in the aforesaid rents during the original lease term, during any extended or renewal lease term and during any holdover period shall be subject to prior written approval of the State Properties Review Board.

b. As part of the rental consideration set forth above in subsection a. of Section Four (4) of this lease, the LESSOR shall provide and pay for all of the renovations, improvements and work set forth in the plans and specifications aforesaid in Section Three (3) of this lease.

c. Within thirty (30) days following LESSEE'S receipt of the Certificate of Occupancy from the LESSOR, the LESSEE shall pay LESSOR a lump sum rental payment, retroactive to November 15, 2001, equal to the sum of all rents due under subparagraphs (a)(1) through (a)(4) above for the period from November 15, 2001, up to the date of receipt of the Certificate of Occupancy. Thereafter rental payments will continue in accordance with the Lease as hereby amended."

5. Section Six (6) of the Lease is modified to delete the words "reserved, on-site parking spaces for two (2) vehicles" and in lieu thereof substitute the words, "thirty (30) spaces designated for employees of shopping center tenants, to be available on a first come, first serve basis. Designated spaces are indicated by the shaded areas on the attached parking plan known as Exhibit "A" titled "Townline

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Square Meriden Connecticut Urstadt Biddle Properties Inc." and are existing paved, striped and lighted spaces".

8. Section Twenty-Four (24) of the lease is modified by deleting the words "ninety (90)" in the third line of the first paragraph and in lieu thereof substituting the words "forty-five (45)".

9. Section Twenty-Four (24)(d) of the Lease is deleted and the following paragraph is substituted in lieu thereof: Notwithstanding any other provision of this lease, the LESSOR's failure (a) to complete all said leasehold renovations, improvements and work and any other required improvements set forth in any of the aforesaid plans and specifications within forty-five (45) days commencing from the date this First Amendment to Lease Agreement is approved by the Attorney General, or (b) to provide LESSEE a Certificate of Occupancy within sixty (60) days commencing from the date this First Amendment to Lease Agreement is approved by the Attorney General, or (c) to cure LESSEE'S written objections, if any, within the thirty (30) day period provided in subparagraph 24(c) above, time being of the essence in each case, shall constitute a material breach of the lease if such failure is not attributable to an act of God or force majeure. In the event of any such material breach, LESSEE, at its option, may impose a penalty of $200.00 per diem on the LESSOR, in the case of (a) above, for each day over forty-five (45) days from the Attorney General's signature approving this First Amendment to Lease Agreement, that the LESSOR has not completed all required leasehold renovations, improvements and work, or in the case of (b) above, for each day over sixty (60) days from the Attorney General's signature approving this First Amendment to Lease Agreement, that the LESSEE is not in receipt of a Certificate of Occupancy, or in the case of (c) above, for each day over thirty (30) days after receipt of notice from the LESSEE as above provided, that LESSOR has failed to cure all incorrect or incomplete work. In addition to the foregoing, in the case of a material breach by reason of (a), (b), or (c) above, LESSEE may terminate this lease upon written notice in the manner provided under Section Fifteen. Notwithstanding the foregoing, LESSOR shall exercise commercially reasonable efforts to deliver a Certificate of Occupancy to LESSEE within the forty-five (45) day period provided above for the completion of LESSOR'S renovations, improvements and work, but LESSOR shall not be in material breach of the lease for failure to provide such Certificate of Occupancy unless LESSEE shall not be in receipt of the Certificate of Occupancy sixty (60) days from the Attorney General's signature approving this First Amendment to Lease Agreement; and provided further that LESSOR shall not be in material breach of this lease if issuance of a Certificate of Occupancy is not forthcoming for reasons other than the fault or delay of LESSOR. In the event that the issuance of a Certificate of Occupancy is not forthcoming within said sixty (60) day period for reasons other than the fault or delay of LESSOR, all rent due under the lease shall be abated for each day after the sixtieth (60th) day following the attorney general's signature approving this first amendment to lease agreement up to the date upon which a certificate of occupancy is delivered to LESSEE and, in such event, the term of the lease shall be extended one day for each day of rent abatement.

In the event the LESSEE exercises its said option to terminate this lease, the LESSOR agrees to reimburse the LESSEE for any financial amount that the LESSEE may have expended in commencing and/or completing any of the aforesaid necessary renovations and improvements and in performing any aforesaid necessary work.

10. Section Twenty-Four (24)(e) and (e)(1), (e)(2), (e)(3) and (e)(4) of the Lease are deleted and the following paragraph is substituted in lieu thereof: The term of this lease as set forth in Section Two (2) and the rental commencement date, shall commence on November 15, 2001 and shall terminate five (5) years later;

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however, notwithstanding the foregoing, rent shall be paid as set forth in Section Four (4).

11. Section Thirty-Two (32)(b) of the Lease is hereby deleted in its entirety and the following substituted in lieu thereof: "All of the said renovations, improvements and work set forth in Section Three (3), shall be accomplished by the LESSOR within forty-five (45) calendar days following the Attorney General's approval of this First Amendment to Lease and a Certificate of Occupancy provided within sixty (60) calendar days following the Attorney General's approval of this First Amendment to Lease."

12. A new Section Forty-Three is hereby added to read as follows: "Any subsequent change order initiated by the LESSEE which changes the renovations and improvements from those set forth in the plans and specifications referenced herein and results in an increase in the cost of the said renovations and improvements shall be payable by the LESSEE, provided that any such change order, increased cost, and any revised bids related to said increased costs, shall be agreed upon by the parties by written amendment to this lease, which amendment shall be subject to prior written approval by the State Properties Review Board and by the Attorney General. Other than the aforesaid change orders by the LESSEE, and any additional costs directly attributable to said change order(s), the LESSOR shall have sole responsibility for the costs associated with the renovations, improvements and work, including any increases for any reason in said costs unless due to LESSEE'S fault, including by reason of events of force majeure. Minor change orders which do not affect the cost of the project or that reduce the cost of the project are permitted, if agreed to in writing by the LESSOR and the LESSEE without the approval of the State Properties Review Board or by the Attorney General."

13. All of the terms and conditions of the Lease to the extent that they are not hereby amended, shall remain in full force and effect.

14. This First Amendment, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the State Properties Review Board and by the Attorney General of the State of Connecticut, as evidenced by their signatures hereon, and delivered to the LESSOR.

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IN WITNESS WHEREOF, the parties have hereunto set their hands.

Signed in the presence of:

Urstadt Biddle Properties Inc.

by Linda Lacey
Linda Lacey
its Vice President
duly authorized

Date signed: 4/24/02

State of Connecticut

by
P. J. Delahunty, Jr.
Its Deputy Commissioner of Public Works
duly authorized

Date signed: 5-8-02

Marjorie E. Heap
Marjorie E. Heap

Gail E. Westergren
Gail E. Westergren

State of Connecticut

County of Fairfield ss:

The foregoing instrument was acknowledged before me this 24th day of April, 2002 by Linda Lacey of Urstadt Biddle Properties Inc., a Connecticut corporation, on behalf of the corporation.

In witness whereof I hereunto set my hand.

Donna S. Borchers

Commissioner of the Superior Court
Notary Public
My commission expires 7/31/05

DONNA S. BORCHERS
Notary Public
State of Connecticut
Commission Expires: 7/31/05

State of Connecticut

ss: Hartford

County of Hartford

On this the 8TH day of MAY 2002, before me, N'MARIE CRUMRIE The undersigned officer, personally appeared P. J. Delahunty, Jr., of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

N'MARIE CRUMRIE
Notary Public
My commission expires 2-28-06

Approved:

by: Rowland Ballek
State Properties Review Board
Rowland Ballek
its Chairman

Date signed: 5/13/02

Approved:

Asst Attorney General

Date signed: 6/23/02