

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE
HMP Services Holding Sub III, LLC, et al. Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5082
New York, NY 10150-5082

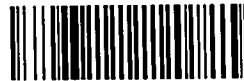
PROOF OF CLAIM

Name of Debtor Against Which Claim is Held
HMP Services Holding, Inc.

Case No. of Debtor
10-13619 (BLS)

Filed: USBC - District of Delaware
HMP Services Holding, Et Al.
10-13618 (BLS)

0000000125



ILY

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

HMP (MERGE2.DBF.SCHED_NO) SCHEDULE #: 619000390*****
RENSSELAER POLYTECHNIC INSTITUTE
100 DEFREEST DRIVE
TROY, NY 12180

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim

Number: _____

(if known)

Filed on: _____



Your claim is scheduled by the Debtor as:
\$26,840.00 UNSECURED
DISPUTED

Telephone number: _____

Email Address: _____

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

Telephone number: _____

Email Address: _____

1. Amount of Claim as of Date Case Filed: \$ ~~27,690.67~~ 27,690.67
If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete Item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges.

2. Basis for Claim: Non payment of lease 3/1/10 - 10/1/10
(See instruction #2 on reverse side)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: \$ _____ Annual Interest Rate _____ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____
(See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 8 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date:

2/10/11

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Michael W. Shanker, Esq.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

FOR COURT USE ONLY

FILED / RECEIVED

FEB 11 2011

EPIQ BANKRUPTCY
SOLUTIONS, LLC

Pattison, Sampson, Ginsburg & Griffith

Attorneys for Rensselaer Polytechnic Institute

RENSSELAER TECHNOLOGY PARK
ACCOUNTS RECEIVABLE STATEMENT
Pitman Company
As of February 10, 2011

| | Type | Month | Name | Due Date | Open Balance |
|-----------------------|-------------|------------|--------------------------------------|------------|---------------------|
| Pitman Company | | | | | |
| | Stmt Charge | 03/01/2010 | Pitman Company Rent | 03/01/2010 | \$ 2,440.00 |
| | Stmt Charge | 03/01/2010 | Pitman Company Operating Expenses | 03/01/2010 | \$ 976.00 |
| | Stmt Charge | 04/01/2010 | Pitman Company Rent | 04/01/2010 | \$ 2,440.00 |
| | Stmt Charge | 04/01/2010 | Pitman Company Operating Expenses | 04/01/2010 | \$ 976.00 |
| | Invoice | 05/01/2010 | Pitman Company Finance Charges | 04/30/2010 | \$ 133.28 |
| | Stmt Charge | 05/01/2010 | Pitman Company Rent | 05/01/2010 | \$ 2,440.00 |
| | Stmt Charge | 05/01/2010 | Pitman Company Operating Expenses | 05/01/2010 | \$ 976.00 |
| | Invoice | 06/01/2010 | Pitman Company Finance Charges | 05/31/2010 | \$ 134.79 |
| | Stmt Charge | 06/01/2010 | Pitman Company Rent | 06/01/2010 | \$ 2,440.00 |
| | Stmt Charge | 06/01/2010 | Pitman Company Operating Expenses | 06/01/2010 | \$ 976.00 |
| | Stmt Charge | 07/01/2010 | Pitman Company Rent | 07/01/2010 | \$ 2,440.00 |
| | Stmt Charge | 07/01/2010 | Pitman Company Operating Expenses | 07/01/2010 | \$ 976.00 |
| | Stmt Charge | 08/01/2010 | Pitman Company Rent | 08/01/2010 | \$ 2,440.00 |
| | Stmt Charge | 08/01/2010 | Pitman Company Operating Expenses | 08/01/2010 | \$ 976.00 |
| | Stmt Charge | 09/01/2010 | Pitman Company Rent | 09/01/2010 | \$ 2,440.00 |
| | Stmt Charge | 09/01/2010 | Pitman Company Operating Expenses | 09/01/2010 | \$ 976.00 |
| | Stmt Charge | 10/01/2010 | Pitman Company Rent | 10/01/2010 | \$ 2,440.00 |
| | Stmt Charge | 10/01/2010 | Pitman Company Operating Expenses | 10/01/2010 | \$ 976.00 |
| | Invoice | 12/1/2010 | Pitman Company Operating Expense Adj | 12/15/2010 | \$ 94.60 |
| TOTAL | | | | | \$ 27,690.67 |

Rensselaer Polytechnic Institute
Rensselaer Technology Park
100 Defreest Drive
Troy, New York 12180

ASSIGNMENT OF LEASE

This Assignment of Lease dated as of the 16 day of September, 2008, between **ERM CONSULTING & ENGINEERING, INC.**, a New York corporation with an office at 5788 Widewaters Parkway, DeWitt, New York 13214 (hereinafter the "Assignor") and **HAROLD M. PITTMAN COMPANY**, an Illinois Corporation with its principal office at 721 Union Boulevard, Totowa, New Jersey, (hereinafter the "Assignee").

RECITALS

I. Pursuant to the terms of a lease, Rensselaer Polytechnic Institute, as Landlord (hereinafter the "Landlord") and Assignor, as tenant, Landlord leased to Assignor 2,390 square feet of space (hereinafter the "Leased Premises") in the building commonly known as 385 Jordan Road, (hereinafter the "Building"), in the Rensselaer Technology Park, which Leased Premises are more particularly described in the lease.

II. Thereafter, Landlord and Assignor entered into a Lease Clarification and Amendment Agreement dated as of March 1, 2008 (the "lease amendment") clarifying that the initial term of the lease was always intended to be three years, commencing on February 1, 2008 and ending on January 31, 2011, and correcting the Table of Contents to the Lease.

III. A copy of the lease described above and the lease amendment described above are both attached hereto as Schedule "A" and shall be referred to herein as the "Lease".

IV. Assignor desires to assign the Lease to Assignee and Assignee desires to accept the assignment of the Lease and assume and perform all the obligations of the tenant under the Lease.

V. Assignor and Landlord have obtained and reviewed the financial statements of Assignee. Assignor finds Assignee has the resources to assume all rights and obligations of the Tenant under the Lease.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. The Assignor assigns and transfers all of its right, title and interest in and under the Lease to the Assignee, its successors and assigns, to have and to hold the same from the Effective Date of this Assignment (see Section 7 below for the meaning of "Effective Date), and for the remainder of the term of the Lease, subject to all of the terms, covenants, conditions and provisions set forth in the Lease.
2. Assignee hereby assumes and agrees to timely perform all of the terms, covenants, conditions and provisions of the Lease, on the part of the tenant to be performed.
3. Assignee shall pay the rent on the next rent day following the effective date of this Assignment.
4. The Assignor hereby conveys to Assignee the furniture currently located within the Leased Premises. Assignee shall pay the sales tax, if any, due in connection with the conveyance of this furniture to Assignee.
5. Assignee has delivered to Assignor \$2,390. Assignee shall have sole rights to the \$2,390 security held by Landlord.
6. Assignee shall indemnify and hold Assignor harmless from, and shall defend (with attorneys satisfactory to Assignor), any and all actions, claims, proceedings, or other lawsuit arising out of any default on the part of the Assignee to pay the rent or to perform any other covenant, term or condition to be performed by the tenant under the Lease.
7. Unless and until Landlord signs and delivers to Assignor (either before or after this Assignment is signed by both Assignor and Assignee) a duplicate original of the

Consent to Assignment of Lease and Release of Original Tenant, (set forth at pages 5 and 6 below) (hereinafter the "Consent and Release"), all the provisions set forth herein shall not be effective and Assignee shall have no rights to the Leased Premises, or under the Lease, or to the furniture described in Section 4 above. This Assignment shall be effective on the date (the "Effective Date") that: (A) this Assignment has been signed by Assignor and Assignee; and (B) the Landlord delivers a duplicate original of the Consent and Release, signed by Landlord, to the Assignor, and a copy thereof is provided by Assignor to Assignee. Upon the Effective Date of this Assignment, all of the provisions of this Assignment shall inure to the benefit of and be binding upon Assignor, Assignee, and the heirs, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have signed this Assignment of Lease on the date appearing in the acknowledgments below.

ERM CONSULTING & ENGINEERING, INC.

By: Edward Hinchey

HAROLD M. PITMAN COMPANY

By: Joseph E. Eicher

STATE OF NEW YORK)
COUNTY OF RENSELLAER) ss.:

On the 16 day of September in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward Hinchey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cheryl M Music
NOTARY PUBLIC

**CONSENT TO ASSIGNMENT OF LEASE
AND RELEASE OF ORIGINAL TENANT**

This is a Consent to Assignment of Lease and Release of Original Tenant dated as of September 16, 2008 (the "Consent to Assignment").

RECITALS

- I. Pursuant to a lease between Rensselaer Polytechnic Institute, as Landlord, and ERM Consulting & Engineering, Inc., as tenant (hereinafter referred to as either "ERM" or "Assignor"), Landlord leased to ERM 2,390 square feet of space in the building commonly known as 385 Jordan Road, in the Rensselaer Technology Park, under the terms and conditions set forth in the lease.
- II. Thereafter, Landlord and ERM signed a Lease Clarification and Amendment Agreement dated as of March 1, 2008 (the "lease amendment") clarifying and stating that the initial term of the lease was for three years and correcting the Table of Contents to the Lease.
- III. A copy of the lease described above and the lease amendment are attached as Schedule "A", and shall be referred to herein as the Lease.
- IV. Landlord has reviewed the foregoing Assignment of Lease (the "Assignment") under which ERM assigns its rights, as the tenant under the lease, to Harold M. Pitman Company (hereinafter the "Assignee"), subject to Landlord signing this document.
- V. Assignor and Landlord have obtained and reviewed the financial statements of Assignee. Assignor finds Assignee has the resources to assume all rights and obligations of the Tenant under the Lease.

NOW, THEREFORE, Landlord hereby agrees as follows:

1. Landlord hereby consents to the Assignment of the Lease by ERM to the Assignee, in the form to which this Consent to Assignment is attached.
2. Landlord certifies to Assignee that:
 - (a) at the time this document is signed there is no default by the tenant under the Lease,
 - (b) true and complete copies of the lease and the lease amendment are attached as Schedule "A",
 - (c) no further consent or approval of the Landlord is required in connection with the Assignment,

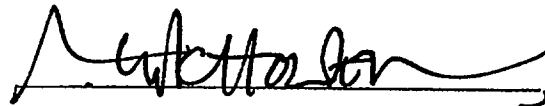
- (d) Landlord hereby recognizes Assignee as the tenant under the Lease.
- (e) Landlord is holding a security deposit of \$2,390.00 on behalf of Assignee,
- (f) The Lease is in full force and effect; ERM has fully complied with all obligations and conditions of the Lease, and Landlord has no current or pending claims against ERM, and
- (g) Based on Landlord's inspection of the premises, ERM has not made any alterations, additions or improvements that must be removed on the date of Lease termination.

- 3. Landlord shall look solely to the Assignee for the performance of the terms, provisions, conditions and covenants to be performed by the tenant under the Lease, and Landlord hereby releases ERM from any and all liability under the Lease regarding any acts or omissions occurring on or after the Effective Date of the Assignment.

IN WITNESS WHEREOF, this document has been signed by the Landlord on the date appearing in the acknowledgment below.

Rensselaer Polytechnic Institute

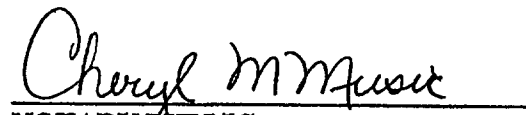
By:



CHERYL M. MUSIC
Notary Public, State of New York
01MU6130534
Qualified in Albany County
My Commission Expires July 18, 2009

STATE OF NEW YORK)
COUNTY OF RENSELLAER) ss.:

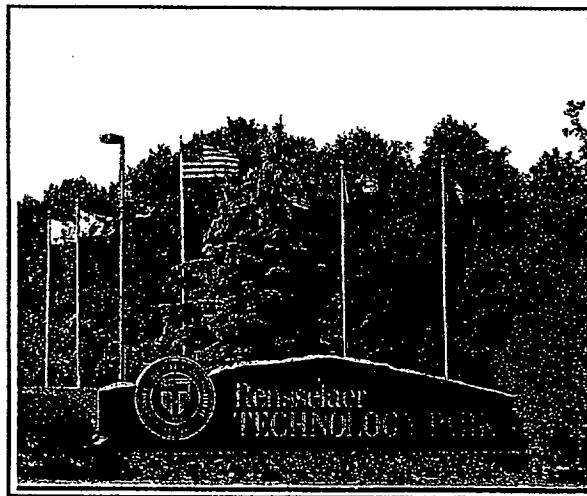
On the 16 day of September in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Wacholder, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

CHERYL M. MUSIC
Notary Public, State of New York
01MU6130534
Qualified in Albany County
My Commission Expires July 18, 2009

SCHEDULE "A"
Comprised of:

1. Copy of the Lease signed in February 2008
- and
2. Copy of the signed Lease Clarification and Amendment dated as of March 1, 2008



LEASE AGREEMENT

between

Rensselaer Polytechnic Institute
(Landlord)

and

ERM Consulting & Engineering, Inc.
(Tenant)

Address of Tenant to which
Notices shall be sent:

ERM Consulting & Engineering, Inc.
5788 Widewaters Parkway
Dewitt, NY 13214

TABLE OF CONTENTS

| <u>Paragraph</u> | | <u>Page</u> |
|------------------|--|-------------|
| | SUMMARY | |
| 1 | PREMISES | 4 |
| 2 | TERM | 4 |
| 3 | BASE RENT | 4 |
| 4 | SECURITY DEPOSIT | 4 |
| 5 | ADDITIONAL RENT | 5 |
| 6 | USE | 6 |
| 7 | LANDLORD'S MAINTENANCE | 7 |
| 8 | TENANT'S MAINTENANCE | 7 |
| 9 | PARKING | 8 |
| 10 | ALTERATIONS | 8 |
| 11 | SIGNS | 8 |
| 12 | INSPECTION | 9 |
| 13 | ASSIGNMENT AND SUBLETTING | 9 |
| 14 | FIRE AND CASUALTY | 10 |
| 15 | LIABILITY | 11 |
| 16 | CONDEMNATION | 11 |
| 17 | HOLDING OVER | 11 |
| 18 | QUIET ENJOYMENT | 11 |
| 19 | DEFAULT | 12 |
| 20 | LANDLORD'S REMEDIES | 12 |
| 21 | MORTGAGE SUBORDINATION | 13 |
| 22 | NEW OWNER | 13 |
| 23 | MECHANIC'S LIENS | 14 |
| 24 | NOTICES | 14 |
| 25 | BUSINESS INTERRUPTION | 14 |
| 26 | DELIVERY OF GOODS | 14 |
| 27 | NONDISCRIMINATION | 14 |
| 28 | WAIVER OF JURY | 14 |
| 29 | ENTIRE AGREEMENT | 14 |
| 30 | PARTIES REPRESENTATIONS | 14 |
| 31 | CAPTIONS, DELETIONS | 15 |
| | EXHIBIT "A" - FLOOR PLAN | 17 |
| | ADDENDUM "A" - MODIFICATIONS | 18 |
| | SCHEDULE "A" - BASE RENT & ADDITIONAL RENT | 19 |

SUMMARY PAGE

This page summarizes operational information from the body of the Lease for the convenience of the Landlord. In the event of a conflict between information contained herein and that contained in the body of the Lease, the terms of the body of the Lease shall prevail:


1. Tenant: ERM Consulting & Engineering, Inc.
2. Location: 385 Jordan Road
3. Space: 2,390 square feet
4. Term: ~~February~~ January 1, 2008 - ~~December~~ 31, 2010 ¹¹ *Mr.*
5. Base Rent and Additional Rent: *January 2-12-08*

See attached Schedule "A"

6. Special Features:
 - a) Floor Plan - Exhibit "A"
 - b) Modifications - Addendum "A"
 - c) Base Rent and Additional Rent Cost Schedules for term of Lease - Schedule "A"

LEASE AGREEMENT

This Lease Agreement is entered into between Rensselaer Polytechnic Institute ("Landlord") and ERM Consulting & Engineering, Inc. ("Tenant").

- 1) **PREMISES:** Landlord hereby leases to Tenant premises at 385 Jordan Road in the Rensselaer Technology Park ("Park") more particularly described on Exhibit "A" attached hereto and incorporated herein ("premises"). Lease of the premises is subject to the terms and conditions of this Agreement. 2,390 square feet have been attributed to premises. Whenever reference is made herein to Tenant's pro rata share based upon square feet of premises, this number shall define square feet of premises.
- 2) **TERM:** The term of the Lease shall start on ^{FEBRUARY} ~~January~~ 1, 2008 and extend through ~~December 31, 2010~~, both dates inclusive.
JANUARY 2-12-08 
 - a) Landlord has made no representations as to the condition of premises or promises to alter, remodel or improve premises, except as set forth in Addendum "A" herein. Tenant's taking possession of premises shall conclusively show that premises are in good and satisfactory condition.
 - b) If premises are not ready for occupancy for any reason on the date that this Lease is due to commence Landlord shall not be in default. Tenant shall accept possession when Landlord is able to deliver premises. The term of this Lease shall then begin on the date of delivery, but the termination date of the lease shall not be affected. Landlord hereby waives payment of rent covering any period prior to tendering of possession of premises to Tenant.
 - c) Tenant shall have the option to extend or renew this Lease for another three (3) year term commencing January 1, 2010 upon providing written notice to Landlord of its intent to exercise this option at any time following the second year of this Agreement and shall be upon the same terms as the present Agreement with the exception of the rent. Both parties agree to make a good faith effort to reach agreement as to rent based upon market conditions.
- 3) **BASE RENT:** Tenant shall pay annual base rent of \$28,680 in equal monthly installments of \$2,390 payable in advance on the first day of the month for the first year of this Lease. See the attached Schedule "A" for subsequent year(s) base rent, payable in advance on the first day of the month.

- 4) **SECURITY DEPOSIT:** Tenant shall deposit with Landlord one month's rent as security for the full and faithful performance by Tenant of all required obligations of this Lease. The security deposit shall be returned to Tenant within thirty (30) days after the expiration of this lease if Tenant has fully and faithfully complied with all of its obligations. If Tenant does not fully comply with the conditions of this Lease, Landlord may use the security to pay any amounts owed by Tenant, including damages. If the security is insufficient, Tenant shall upon notice promptly pay all further amounts due.
- 5) **ADDITIONAL RENT:** In addition to base rent, Tenant shall pay the following as additional rent:
- a) Tenant shall pay its pro rata share of disbursements paid by Landlord for building and appurtenant grounds including (without limitation) Tenant's proportional share of: 1) real property taxes, including all taxes, assessments, special assessments, levies and government charges of any kind and nature whatever (collectively, "taxes") levied, assessed or payable against building and appurtenant grounds; 2) insurance; 3) repair, maintenance, janitorial and cleaning, including supplies, for areas for which Tenant is not directly responsible; 4) landscape maintenance including regular mowing of grass, trimming, weed removal and general landscaping of appurtenant grounds; 5) snow plowing; 6) common area utilities, including (without limitation) parking area lighting; 7) water and sewer charges; 8) administration expenses; 9) parking lot maintenance and cleaning; and 10) other operating costs.
 - b) The additional rent will in no event exceed ten percent (10%) over the previous year's additional rent.
 - c) Tenant shall repay Landlord for other additional operating costs directly attributable to Tenant within thirty days of statement rendered by Landlord. An example of such expenses would include (without limitation): extra fire insurance premiums and unusual water usage charges caused by Tenant's use of premises.
 - d) Additional rents under paragraph (a) shall be proportioned among all tenants of the building. This shall be calculated as follows: the total disbursements paid by Landlord for building and appurtenant grounds shall be divided by the number of square feet in the building in which premises are located. The resulting amount shall be multiplied by the number of square feet attributed herein to premises, and the product shall be Tenant's pro rata share of Landlord's disbursements.
 - e) Tenant shall pay Landlord additional rent due hereunder in monthly installments as follows:
 - i) Tenant shall pay such costs according to Landlord's estimate of what they will be, which Landlord shall calculate once a year. Payment shall be made monthly in advance, together with basic rental payments

- ii) For the first year of this Lease, Landlord has estimated such disbursements at \$4.90 per square foot which amounts to \$11,712 annually or equal monthly payments of \$976. The final accounting, however, shall not exceed ten percent (10%) of the previous year.
 - iii) After the close of Landlord's fiscal year, Landlord shall prepare a statement of actual costs (currently called Report of Actual Operating Costs) for the building in which the premises are located and appurtenant grounds. Upon Tenant's request, the Landlord shall provide copies of all receipts with the report supporting in detail the operating costs specified in the report.
 - iv) A copy of the Report will be furnished to Tenant, and will set forth Tenant's pro rata share of such actual operating costs, as well as any additional operating costs for which the Tenant is responsible pursuant to paragraph 5b herein for which Tenant has not already repaid Landlord.
 - v) Tenant shall receive a credit against its share of such costs for additional rent actually paid by it to Landlord. If the sum of Tenant's additional rent payments hereunder is less than the disbursements actually made by Landlord, the Tenant will be billed for the additional amounts for which it is responsible. Tenant shall pay such bill within thirty (30) days after it is rendered. If the sum of Tenant's additional rental payments is greater than the actual disbursements made by Landlord, Tenant shall receive a credit against its next month's or months' additional rental obligation.
 - f) Tenant is responsible for paying all charges for its own use of utilities, which are separately metered. Tenant shall have electric and gas meters assigned to its name and shall pay its electric and gas bills directly to the utility company. Premises lighting, outlets, heating, air conditioning and ventilation are included in Tenant's separately billed utilities.
 - g) If Tenant fails to pay rent or additional rent when due, such overdue payment shall bear interest at the rate of nine percent (9%) per year from the date when the same was payable until the same shall be paid by Tenant. Such late charge shall be in addition to (and not in limitation of) all of Landlord's other rights and remedies hereunder or at law. Such charge shall not be considered liquidated damages.
- 6) USE:
- a) The premises shall only be used for: general office uses and/or the provision of environmental and related engineering services, research, development, testing, receiving, storing, shipping and selling (other than retail) related products, materials and services (collectively, "Products") made and/or distributed by Tenant, and ordinary and necessary incidental activities. Outside storage (including, without limitation, all motor vehicles such as trucks) is prohibited without Landlord's prior written consent. However, tenant is

permitted to occasionally store tow-behind service trailers (approximately eight by ten feet in size) on an as needed basis (typically up to a few weeks at a time).

- b) Tenant shall comply with all federal, state and local laws, codes, ordinances, regulations, rules, orders and directives (collectively, "regulations"), including all environmental, energy and zoning regulations with respect to its use of the premises. Tenant at its own expense shall promptly comply with all regulations for the correction, prevention and abatement of nuisances in, upon, or connected with its use of the premises. Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for its use of premises.
 - c) Tenant shall not permit any objectionable, unpleasant or dangerous odors, smoke, dust, gas, emission, noise or vibrations to emanate from premises, nor permit any activity upon premises which would constitute a nuisance or would disturb or endanger any other tenant of the Park.
 - d) Without Landlord's prior written consent, Tenant shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly inflammable or which has been listed by the Environmental Protection Agency as being an actual or suspected carcinogen or hazardous material. Provided, however, Tenant shall be permitted to occasionally receive and ship sample sized hazardous materials (in sealed containers for immediate delivery offsite to third parties for laboratory analysis) collected in the course and scope of Tenant's business as an environmental engineer and in accordance with ERM protocols. No opening and/or repackaging of such hazardous material containers is allowed on Landlord's property. Tenant shall indemnify and hold harmless the Landlord and its directors, officers, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity to the extent such injury, death or damage is caused by the conduct of Tenant or its subcontractors or their respective employees, officers or agents or as a result of the presence of said hazardous materials being on or about the Leased premises.
- 7) LANDLORD'S MAINTENANCE: Landlord shall at its expense maintain the roof, foundation and the structural soundness of the exterior walls (including windows, glass, doors or entries) of the building in good repair, reasonable wear and tear excepted. Landlord shall also be responsible for the maintenance and upkeep of the entire building, facility and grounds in and around which the premises is located including but not limited to common areas, parking facilities, landscaping and for all matters which tenant is charged additional rent as specified in paragraph five (5) of this Lease Agreement. Landlord shall also be responsible to repair and pay for damage to tenant's leasehold caused by Landlord or Landlord's employees, agents or invitees, or caused by Landlord's default hereunder. Provided, however, Tenant shall repair and pay for any damage caused by Tenant or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder. Tenant shall immediately give Landlord written notice of any defects or need for repairs for which

Landlord is responsible, after which Landlord shall have reasonable time to determine whether such repair is needed, and, if so, to repair. Landlord's liability hereunder shall be limited to the cost of such repairs, maintenance or curing of defect.

8) TENANT'S MAINTENANCE:

a) Tenant shall, at its own cost and expense, keep and maintain all parts of the premises (except those for which Landlord is expressly responsible under the terms of this Lease) clean and in good condition, reasonable wear and tear excepted. Cleaning services are required to be performed at least one time per week and shall include vacuuming floors, dusting surfaces and removing trash. In the event Tenant fails to carry out required maintenance, and upon written notice from Landlord, Tenant authorizes Landlord to arrange for, at Tenant's expense, Tenant's required cleaning, repair and replacement of premises, including (without limitation): interior windows, glass, doors, any special office entry, interior walls and finished work, floors and floor covering, dock boards, truck doors, dock bumpers, plumbing work and fixtures, pest extermination, regular removal of trash and debris, keeping the whole of premises in clean and sanitary condition. Tenant shall not be obligated to repair any damage caused by fire, tornado or other casualty covered by the insurance to be maintained by Landlord pursuant hereto except that Tenant shall, at Tenant's own expense, repair all damage caused by the negligence of the Tenant or its employees, agent or invitees.

b) Tenant shall not damage any wall or disturb the integrity and support provided by any wall. Tenant shall, at its own cost and expense promptly repair any damage or injury to any part of the building or grounds caused by Tenant or its employees, agents or invitees.

9) PARKING: Parking shall be available on a "first-come, first-served" basis in the parking area adjacent to premises, shared by all tenants of that building and Landlord. Landlord may require that all vehicles shall be marked with a parking decal provided by Landlord. Tenant shall instruct all of its officers, employees and agents not to park in spaces marked for visitor parking. Landlord may make reasonable additional rules for parking provided written notice of such rules is first provided to tenant.

10) ALTERATIONS:

a) Tenant shall not make any alterations, additions or improvement to the premises (including roof and wall penetrations) without the prior written consent of Landlord. Landlord's consent may not be unreasonably withheld. Tenant may, without the consent of Landlord, but at its own cost and expense and in a good workmanlike manner erect such shelves, bins, machinery and fixtures as it may deem advisable, so long as such comply with all applicable State and Local regulations and do not alter the basic character of, or overload or damage, the building or improvements.

- b) All alterations, additions and improvements erected by Tenant shall be Tenant's property during the term of this Lease. Prior to expiration of this Lease, Tenant shall (unless the parties agree otherwise) remove all alterations, additions and improvements erected by Tenant and restore premises to their original condition by the date of lease termination or upon earlier vacating of premises, reasonable wear and tear excepted.
 - c) All removals and restoration to original condition shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural quality of premises or building.
- 11) SIGNS: Tenant shall not erect any signs, beyond those already permitted by Landlord, upon or within premises without prior written approval of Landlord. This prohibition shall extend, without limitation, to space within premises visible from the outside of the building. All signs shall also comply with the Town Zoning ordinance.
- 12) INSPECTION: Landlord, its agents and representatives, shall have the right to enter and inspect premises:
- a) Any time, with reasonable notification, during business hours for the purpose of ascertaining the safety and condition of the premises or in order to make such repairs as may be herein required of or permitted to Landlord; and
 - b) Any time in the event of an emergency, to be determined in Landlord's sole discretion; and
 - c) During the one-hundred and twenty (120) days in advance of expiration of this Lease, at any time, with reasonable notification, during business hours to show premises. During such one-hundred and twenty (120) days, Landlord shall have the right to erect on premises a suitable sign stating that premises are available.
 - d) Tenant shall meet with Landlord on premises for a joint inspection of premises thirty (30) days prior to vacating. If Tenant fails to arrange for such joint inspection, Landlord's inspection at or after Tenant's vacating premises shall determine Tenant's responsibility for repairs and restoration.
 - e) Landlord shall at all times have a key to all locks to premises. Tenant shall not change or install any locks without Landlord's prior approval for consistency with Landlord's master key.
- 13) ASSIGNMENT AND SUBLETTING:
- a) Tenant shall not assign this Lease or sublet the whole or any part of premises or permit the use of premises by anyone other than Tenant, without prior written consent of Landlord. Landlord's consent shall not be unreasonably withheld, provided said request

to assign or sublease is in compliance with paragraph 6 of this Agreement. If Landlord consents to such, Tenant shall remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all its other obligations hereunder.

- b) In the event of default (defined at paragraph 19 herein), if premises or any part thereof have been assigned or sublet, Landlord, in addition to any other remedies provided herein or by law, may at its option collect directly from such assignee or subtenant all rents becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord from Tenant hereunder. Such collections, if any, shall not be a novation or a release of Tenant from any performance of Tenant's obligation hereunder except so much of rent due as is so collected.

14) FIRE AND CASUALTY:

- a) Landlord shall maintain standard fire and extended coverage insurance covering the building at which premises are a part in an amount of not less than eighty (80%) percent (or for such greater percentage as may be necessary to comply with the provisions of any co-insurance clauses of the policy) of the "replacement cost" thereof as such term is defined in the Replacement Cost Endorsement to be attached thereto. Such coverage shall insure against the perils of fire, lightning, and extended coverage, such coverages and endorsements to be as defined, provided and limited in the standard bureau forms prescribed by the insurance regulatory authority for New York State. Subject to the other provisions in this paragraph 14, such insurance shall be for the sole benefit of Landlord and under its sole control.
- b) If premises should be damaged or destroyed by fire, wind or other casualty, Tenant shall give Landlord immediate written notice thereof. If premises have been destroyed, or damaged beyond usability, this Lease, at the option of Landlord or Tenant, exercised within a reasonable time after notice of the happening of any one or more of such events, may be cancelled and terminated by written notice and the rent shall be abated during the unexpired portion of this lease (effective upon the date of the occurrence of such damage or destruction).
- c) If Landlord or Tenant do not choose to terminate, but rather decide to repair or rebuild premises, the rent payable hereunder during the period in which premises are not tenantable shall be reduced to such extent as may be fair and reasonable under all the circumstances during such period of repair or rebuilding. At the completion of such repair or rebuilding, rent shall resume for the full amount herein set forth for the remainder of the term of the Lease.

- d) If the repairs contemplated by this paragraph of the Lease Agreement cannot be completed within sixty (60) days of the date of damage, Tenant shall have the option to terminate this Agreement upon written notice to the Landlord and Tenant's obligations under this Agreement, including but not limited to rent and additional rent, shall cease as of the date of the damage sustained.
- e) If any holder of an instrument (defined at paragraph 21 herein) requires that the insurance proceeds be applied to pay off the indebtedness evidenced by that instrument, Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder. In such event, all rights and obligations hereunder shall cease and terminate, except for any payments previously due and owing from Tenant to Landlord.
- f) In the event of a fire or property damage, the Landlord and Tenant both agree to waive their right of subrogation as against the other to the extent such loss or damage is covered by said parties' insurance coverage and provided said waiver of subrogation is permitted, or otherwise not in violation of, the terms of the parties' insurance coverage.

15) LIABILITY:

- a) Indemnification. Tenant shall at all times indemnify and hold harmless Landlord, its Trustees, officers, employees and agents, from any loss, liability, claims, suits, costs, expenses (including, without limitation, attorneys fees) and damages, (actual or punitive), arising out of any personal injury or property damage associated with premises, except for personal injury or property damage caused by gross negligence of Landlord or (but only if Tenant has duly notified Landlord of the need for repair) failure of Landlord to repair any part of premises which Landlord is obligated to repair and maintain hereunder.
- b) Insurance. Tenant shall procure and maintain throughout the term of this Lease a policy or policies of insurance at its sole cost and expense, insuring Tenant against all claims, demands or actions arising out of or in connection with: (i) premises; (ii) the condition of premises; (iii) Tenant's operations, maintenance and use of premises; and (iv) all assumed contractual liability.

The limits of such policy or policies shall be in aggregate amounts of no less than Two Million (\$2,000,000) Dollars. Tenant shall name Landlord and Tenant as insured. All such policies shall be procured by Tenant from responsible insurance companies satisfactory to Landlord. **Evidence of such insurance shall be provided to Landlord prior to the commencement date of this Lease.** Said policy shall contain a provision requiring the insurance carrier to notify Landlord in writing 30 days prior to cancellation of policy.

16) CONDEMNATION: In the event premises, or any portion thereof, shall be taken by Eminent Domain (or by private purchase in lieu thereof) the proceeds of such taking or purchase shall exclusively belong to Landlord.

- a) This Lease shall not terminate so long as Tenant can still reasonably carry on its business on the premises but rental shall abate in proportion to the space taken.
- b) This lease shall terminate if it is unreasonable or impractical by reason of such taking or purchase for Tenant to still carry on its business on the premises.
- c) The lease shall not terminate or abate if the only area taken is not part of the structure. Landlord shall have the right to provide required services on Landlord's premises.

17) HOLDING OVER: At the termination of this Lease Tenant shall yield up immediate possession to Landlord. If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease, the hold over tenancy shall be subject to termination by Landlord at any time upon not less than thirty (30) days advance written notice, or by Tenant at any time upon not less than thirty (30) days advance written notice. All other terms and provisions of this Lease shall be applicable during the hold over tenancy. In the event Tenant holds over and Landlord does not agree with same, then Tenant shall pay Landlord as rental through the period of any such hold over an amount equal to one and one-half times the base rent and additional rent in effect on termination date. Such rental shall be computed on a daily basis for each day of the hold over period. No holding over by Tenant, whether with or without consent of Landlord, shall extend this Lease except as otherwise expressly provided herein. This paragraph may not be interpreted for any purpose as consent by Landlord to any hold over by Tenant.

18) QUIET ENJOYMENT: Subject to all rights of mortgagees, as set forth in paragraph 21 herein, Landlord covenants that:

- a) Landlord has full right and authority to enter into this Lease.
- b) Tenant, upon paying rent as required, and performing its other obligations, shall peaceably and quietly have, hold and enjoy the premises for the term without hindrance or molestation from Landlord.
- c) Tenants normal business hours are 7 a.m. to 7 p.m. on Monday to Friday, and 8 a.m. to 5 p.m. on Saturdays. Tenant shall however have access to the premises as may be reasonably required by Tenant.

19) DEFAULT: The following shall be events of default by Tenant under this Lease:

- a) Tenant's failure to pay any installment of rent or additional payments required by this

Lease when due, and the continuation of such failure for a period of fifteen (15) days from the date of written notice having been served upon Tenant by Landlord; or

- b) Tenant's becoming insolvent, making a transfer in fraud of creditors, or making an assignment for the benefit of creditors; or
- c) Tenant's filing a petition under any bankruptcy law of the United States or any state, or Tenant being placed in bankruptcy proceedings or adjudged bankrupt or insolvent in proceedings filed against Tenant; or
- d) The appointment of a receiver or trustee or similar officer appointed for all or substantially all of Tenant's assets; or
- e) Tenant's failing to comply with any other term, provision or covenant of this Lease and not curing such within fifteen (15) days after written notice thereof or such additional time as deemed reasonably necessary if Tenant is making an active effort to cure such default but cannot do so within the fifteen (15) day notice period.

20) LANDLORD'S REMEDIES: If Tenant defaults Landlord may pursue any one or more of the following remedies:

- a) If Tenant defaults in fulfilling any of the covenants of this Lease, then upon Landlord serving a written fifteen (15) days notice upon Tenant specifying the nature of the default and upon the expiration of the fifteen (15) days notice, if Tenant shall have failed to comply with or remedy such default, or if the default or omission complained of shall be of a nature that it cannot be completely cured or remedied within the fifteen (15) day period, and if Tenant shall not have diligently commenced curing the default within the fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure the default, then Landlord may serve a written seven (7) days notice of cancellation of this lease upon Tenant, and upon the expiration of the seven (7) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of the seven (7) day period were the day definitely fixed in this lease for its end and expiration, Tenant shall then quit and surrender the premises to Landlord but Tenant shall remain liable as hereinafter provided.
- b) If the notice provided for in paragraph 20a herein shall have been given, and the term expires as aforesaid; or if Tenant shall default in the payment of rent or additional rent; or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon premises shall be taken or occupied by someone other than Tenant; or if Tenant shall default with respect to any other Lease between Landlord and Tenant;; then and in any of such events Landlord may without notice reenter the premises, and dispossess Tenant (and the legal representative of Tenant or other occupant of premises) by summary proceedings or otherwise, and remove their effects and hold the premises as if the lease had not been made, and Tenant hereby waives the service of notice of intention to reenter. If Tenant shall default prior to the date fixed as the commencement

of any renewal or extension of this Lease, Landlord may cancel and terminate the renewal or extension by written notice.

c) In the event of a termination and removal as set forth herein, Landlord:

- i) shall use its best efforts to relet the premises and receive rent therefore. Tenant shall pay to Landlord on demand any deficiency between rent under this Lease and the reletting. If Landlord relets the premises at a greater rental, such excess shall be the sole property of Landlord, and Tenant hereby waives any claim to such relet excess rent; and
- ii) may perform Tenant's obligations under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord incurs in fulfilling Tenant's obligations.

d) Exercise of any of the remedies set forth herein or otherwise provided by law shall not constitute a forfeiture or waiver of any rent or other payments due to Landlord, or of any damages accruing to Landlord; nor shall any act of Landlord hereunder be deemed an acceptance of surrender of premises. Only a writing signed by Landlord shall constitute a valid acceptance of surrender of premises.

e) Landlord's acceptance of any rent or other payments hereunder after a default by Tenant shall not be deemed a waiver of such default unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce a remedy shall not be a waiver of default or of Landlord's right to enforce any remedy with respect to that default or any later default.

21) MORTGAGE SUBORDINATION: Tenant accepts this Lease subject and subordinate to any mortgage(s) and/or deed(s) of trust, mortgage modifications, extensions and additions (collectively, "instruments") now or at any time hereafter constituting a lien or charge upon the premises or improvements thereon. Tenant shall at any time hereafter and as often as requested to do so on demand execute any documents which may be required by any holder of an instrument for the purpose of subjecting and subordinating this Lease to the lien of any such instrument.

22) NEW OWNER: If Landlord shall sell, assign, or convey its right, title and interest in premises to another (called herein, "new owner"), this Lease shall continue in full force and effect; Tenant shall in all respects recognize the new owner as its Landlord under this Lease, paying all rents and complying with all terms of this Lease. In such event, Landlord shall turn over Tenant's security deposit, if any, to the new owner. Landlord's liability to return same to Tenant shall then cease, and the new owner shall then be obligated to return the security deposit to Tenant subject to the terms and conditions of this Lease. The new owner shall have all of Landlord's rights and shall assume all of Landlord's obligations hereunder.

23) MECHANIC'S LIENS: Tenant shall have no authority, express or implied, to create, place or allow any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to

bind, the interest of Landlord in the premises. Payments under this Lease shall not be chargeable by any third party, including any who may furnish materials or perform labor for any construction or repairs. Any claim or lien shall affect and attach to, if at all, only the leasehold interest granted to Tenant by this agreement. Tenant shall pay all sums legally due and payable by it on account of any labor performed on premises. Tenant shall indemnify and hold Landlord harmless from any and all loss, costs or expense (including, without limitation, reasonable legal fees) based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of Landlord in premises, which liens result from contractors or creditors hired by, or materials ordered by Tenant.

- 24) NOTICES: All notices and rent required by either party shall be made by hand delivery, regular mail, or as otherwise agreed upon in writing by the parties. Said notices and/or rent shall be delivered or mailed to Landlord at 100 Defreest Drive, Troy, New York 12180 and to Tenant at c/o Edward Hinchey, ERM Consulting & Engineering, Inc., 5788 Widewaters Parkway Dewitt, New York 13210.
- 25) BUSINESS INTERRUPTION: Landlord shall not be responsible to Tenant for any damages or inconvenience caused by interruption of business or inability to occupy premises unless caused by Landlord's negligence, breach of contract or misconduct.
- 26) DELIVERY OF GOODS: All deliveries to and shipments from Tenant are the sole responsibility of Tenant. Tenant shall provide that such do not disrupt any other tenant of the Park. Landlord may reasonably regulate such deliveries and shipments to prevent disturbance to other tenants of the Park.
- 27) NONDISCRIMINATION: Tenant shall not discriminate against any employee or applicant for employment because of race, color, religion, gender or national origin or in any other way prohibited by law. Tenant shall act affirmatively to ensure that applicants are employed, and employees treated during employment, without regard to race, color, religion, sexual orientation or national origin or other discrimination prohibited by law. Such nondiscrimination shall include, without limitation: employment, promotion, demotion, transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, selection or training, including apprenticeship.
- 28) WAIVER OF JURY: Landlord and Tenant waive trial by jury in any matter pertaining tot his Lease (except for a personal injury or property damage claim).
- 29) ENTIRE AGREEMENT: Both parties have read this Lease and understand that it sets forth their entire agreement. This Lease may be changed only by an agreement in writing duly signed and acknowledged by and delivered to each party.
- 30) PARTIES REPRESENTATIONS:
- a) Tenant certifies that its Federal Employer Identification number (or social security number if an individual) is 14-1115660.

b) Tenant and Landlord each represent that all internal processes to execute this lease have occurred and each representative is authorized to execute this Lease. This lease constitutes a binding obligation of Tenant and Landlord.

31) CAPTIONS, DELETIONS: Headings and captions used in this Lease are for the convenience of reference only, and are not deemed to modify any of the legal rights of the parties. Deleted provisions may not be used in interpreting the rights of the parties hereunder. Each party shall have all rights which it would have had, at law or otherwise, as if deleted provisions had never been a part hereof.

TENANT

ERM Consulting & Engineering, Inc.

BY: Edward Hinchey

POSITION: PARTNER

DATED: 12 FEB 08

LANDLORD

Rensselaer Polytechnic Institute

BY: Virginia C. Gregg

POSITION: VP of Finance and CFO

DATED: 2/19/08

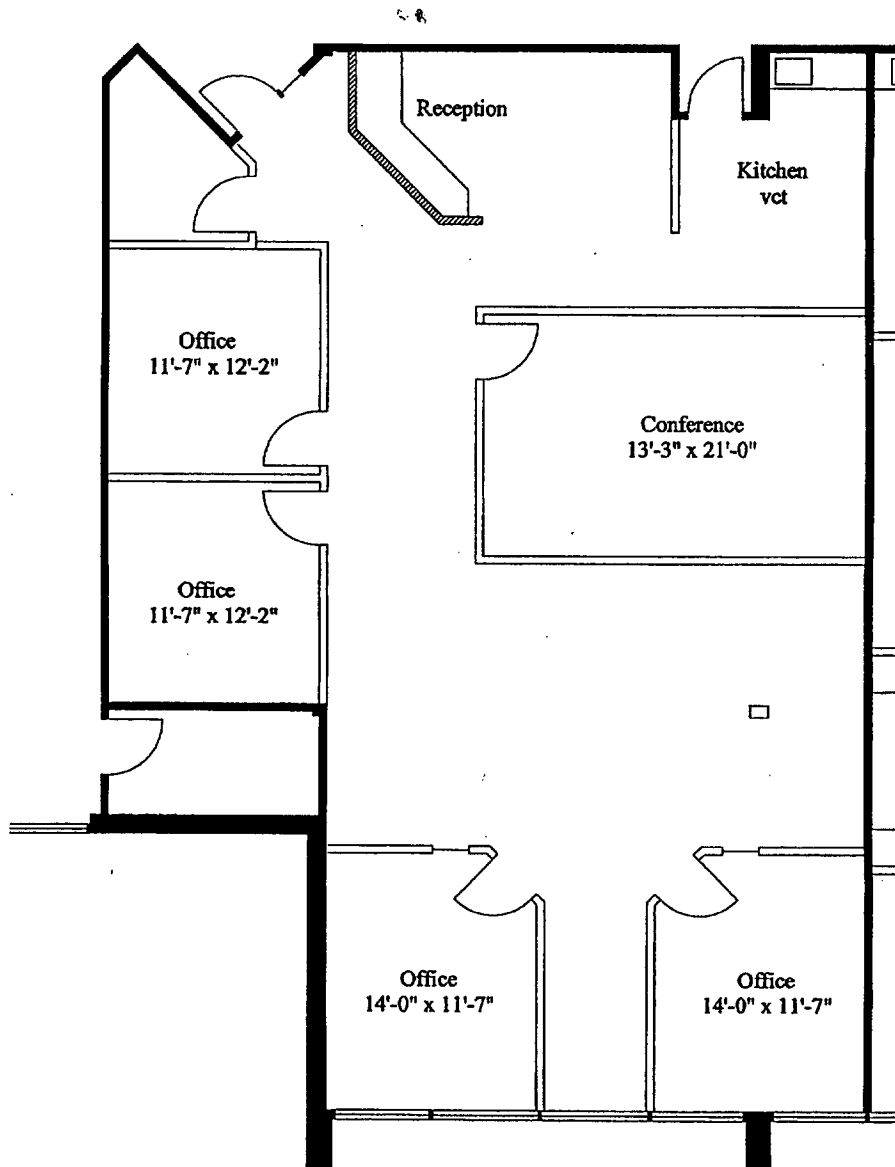
BY: Michael H. Wacholder

POSITION: Director, Rensselaer Polytechnic
Institute

DATED: 2.14.08

EXHIBIT "A"

FLOOR PLAN



Proposed space for ERM
385 Jordan Road
Rensselaer Technology Park

ADDENDUM "A"

MODIFICATIONS

Landlord will provide Tenant with a basic environment for the performance of work to be conducted on the premises, in accordance with the attached floor plan, Exhibit "A", and Landlord's typical leasing standards including carpet and/or vinyl floor treatments, dropped ceilings with 2 x 4 light fixtures, 100 AMP electric service, HVAC connections, standard electrical outlets and switches, and sprinklers.

SCHEDULE "A"

SCHEDULE OF MONTHLY PAYMENTS

2,390 Square Feet
385 Jordan Road

ERM Consulting & Engineering, Inc.

02

| <u>01/01/08 – 12/31/08</u> | <u>Rate / Sq. ft.</u> | <u>Annually</u> | <u>Monthly in Advance</u> |
|----------------------------|-----------------------|---------------------|---------------------------|
| Base Rent | \$ 12.00 | \$ 28,680.00 | \$ 2,390.00 |
| Additional Rent | \$ 4.90 | <u>\$ 11,712.00</u> | <u>\$ 976.00</u> |
| Total | | \$ 40,392.00 | \$ 3,366.00 |

| <u>01/01/09 – 12/31/09</u> | | <u>Annually</u> | <u>Monthly in Advance</u> |
|----------------------------|----------|--|---------------------------|
| Base Rent | \$ 12.25 | \$ 29,280.00 | \$ 2,440.00 |
| Additional Rent | | To be based on actual costs for prior fiscal year and shall in no event exceed ten percent (10%) over the previous year. | |

| <u>01/01/10 – 12/31/10</u> | | <u>Annually</u> | <u>Monthly in Advance</u> |
|----------------------------|----------|---|---------------------------|
| Base Rent | \$ 12.25 | \$ 29,280.00 | \$ 2,440.00 |
| Additional Rent | | To be based on actual costs for prior fiscal year and shall in no event exceed ten percent (10%) over the previous year | |

LEASE CLARIFICATION AND AMENDMENT AGREEMENT

This is a Lease Clarification and Amendment Agreement dated as of March 1, 2008, between Rensselaer Polytechnic Institute, having an office at 100 Defreest Drive, Troy, New York 12180 (hereinafter the "Landlord") and ERM Consulting & Engineering, Inc., having an address of 5788 Widewaters Parkway, Dewitt, New York 13210 (hereinafter the "Tenant").

RECITALS

- I. In February 2008, Landlord and Tenant executed a Lease Agreement related to 2,390 square feet of space located at 385 Jordan Road in the Rensselaer Technology Park (the "Lease").
- II. It was always the intent of both Landlord and Tenant that the Lease have a term of three years.
- III. At the time the Lease was changed, certain pen and ink changes were mistakenly made to indicate that the term would be for two (2) years, to commence on February 1, 2008 and terminate on January 31, 2010.
- IV. After the Lease was signed, the mistake became apparent to both parties.
- V. In addition, certain errors were discovered regarding the Table of Contents set forth at page 2 of the Lease.
- VI. Landlord and Tenant both desire to correct the mistakes in the Lease.

NOW, THEREFORE, the Landlord and Tenant agree as follows:

1. Item 4 of the Summary Page (on page 3) of the Lease is hereby deleted in its entirety and replaced with the following language:

"4. Term: February 1, 2008 - January 31, 2011".
2. Item 6 c) of the Summary Page (on page 3) of the Lease is hereby deleted in its entirety and replaced with the following language:

"c) Schedule of Monthly Payments - Schedule A".
3. The first sentence of paragraph 2 (on page 4) of the Lease is deleted in its entirety and replaced with the following language:

"The term of the Lease shall start on February 1, 2008 and extend through January 31, 2011, both dates inclusive."
4. In paragraph 2(c) (on page 4) of the Lease, the date "January 1, 2010" is hereby replaced with the date "February 1, 2011."

5. Page 20 of the Lease is hereby deleted in its entirety and replaced with the Schedule "A" (page 20) attached hereto.
6. The Table of Contents set forth on page 2 of the Lease is deleted in its entirety and replaced with the Table of Contents (page 2) attached hereto.
7. Except as specifically clarified and amended above, the Lease is hereby ratified and confirmed by Landlord and Tenant.

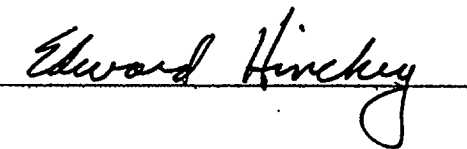
LANDLORD

Rensselaer Polytechnic Institute

By: 

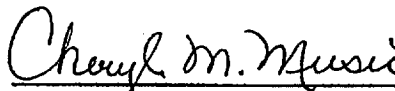
TENANT

ERM Consulting & Engineering, Inc.

By: 

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On the 16 day of September in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward Hinchey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

CHERYL M. MUSIC
Notary Public, State of New York
01MU6130534
Qualified in Albany County
My Commission Expires July 18, 2009

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On the _____ day of September in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Wacholder, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

CHERYL M. MUSIC
Notary Public, State of New York
01MU6130534
Qualified in Albany County
My Commission Expires July 18, 2009

SCHEDULE "A"

SCHEDULE OF MONTHLY PAYMENTS

2,390 Square Feet
385 Jordan Road

ERM Consulting & Engineering, Inc.

| <u>02/01/08 -- 01/31/09</u> | <u>Rate / Sq. ft.</u> | <u>Annually</u> | <u>Monthly in Advance</u> |
|-----------------------------|-----------------------|--|---------------------------|
| Base Rent | \$ 12.00 | \$ 28,680.00 | \$ 2,390.00 |
| Additional Rent | \$ 4.90 | <u>\$ 11,712.00</u> | <u>\$ 976.00</u> |
| Total | | \$ 40,392.00 | \$ 3,366.00 |
| | | | |
| <u>02/01/09 -- 01/31/10</u> | | <u>Annually</u> | <u>Monthly in Advance</u> |
| Base Rent | \$ 12.25 | \$ 29,280.00 | \$ 2,440.00 |
| Additional Rent | | To be based on actual costs for prior fiscal year and shall in no event exceed ten percent (10%) over the previous year. | |
| | | | |
| <u>02/01/10 -- 01/31/11</u> | | <u>Annually</u> | <u>Monthly in Advance</u> |
| Base Rent | \$ 12.25 | \$ 29,280.00 | \$ 2,440.00 |
| Additional Rent | | To be based on actual costs for prior fiscal year and shall in no event exceed ten percent (10%) over the previous year | |

RENSSELAER TECHNOLOGY PARK

100 DEFREEST DRIVE TROY, NY 12180

PH: (518) 283-7102

FAX: (518) 283-0695

WWW.RPITECHPARK.COM

Rent payments should be mailed to:

Rensselaer Technology Park Payment Center
P.O. Box 33377
Hartford, CT 06150-3377

Questions regarding payments can be directed to:

✓ Michele Rutland
Business Coordinator
Rensselaer Technology Park
100 Defreest Drive
Troy, NY 12180
(518) 283-7102 – phone
(518) 283-0695 – fax
Email: arsenm@rpi.edu



**PATTISON
SAMPSON**

PATTISON SAMPSON GINSBERG & GRIFFIN, PC
22 FIRST STREET P.O. BOX 208 TROY, NY 12181-0208
TELEPHONE 518 266 1000 FACSIMILE 518 274 6034
SERVICE BY FAX NOT ACCEPTED

February 10, 2011

Lambert L. Ginsberg
F. Redmond Griffin
Mickki L. Harrington
Michael E. Ginsberg
Donald J. Shanley
Thomas E. Lavery
Jonathan G. Schopf**
Michael W. Shanley*

**Also admitted in PA

*Also admitted in MA

OF COUNSEL

Terence E. Shanley
Michele A. Santucci

United States Bankruptcy Court for the District of Delaware
Claims Processing Center
HMP Services Holding Sub III, LLC
757 3rd Ave Floor 3
C/O Epiq Bankruptcy Solutions, LLC
New York, NY 10017

Re: Name of Debtor: HMP Services Holding, Inc.
Case No. of Debtor: 10-13619 (BLS)
Name of Creditor: Rensselaer Polytechnic Institute

Dear Sir or Madam:

Edward H. Pattison
(1896-1986)
Stephen H. Sampson
(1911-1982)
Ned Pattison
(1932-1990)
William M. Connors
(1912-1998)

Enclosed please find a completed Proof of Claim form, a lease between Rensselaer Polytechnic Institute and Harold M. Pittman Company, and a statement from Rensselaer Polytechnic Institute of accounts receivable from the Pitman Company based on the lease.

Very truly yours,

PATTISON, SAMPSON, GINSBERG & GRIFFIN, P.C.

Michael W. Shanley, Esq.
Direct Dial: 518-266-1039
mshanley@psgglaw.com

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Page 1 of 1

From: (518) 266-1039
Michael W. Shanley, Esq.
PATTISON SAMPSON GINSBERG ETAL
22 FIRST STREET
TROY, NY 12180

Origin ID: SCH4

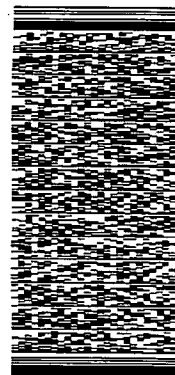
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