


UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: HMP Services Holding Sub III, LLC, et.al.		Case Number: 10-13618 (BLS)
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 of Creditor (the person or other entity to whom the debtor owes money or property): The Uniland Partnership of Delaware L.P.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Michalak & Dobson Attorneys for Creditor 6225 Sheridan Drive, Suite 100 Telephone number: Williamsville, NY 14221 (716) 633-1500		
Name and address where payment should be sent (if different from above): Telephone number: _____		<input type="checkbox"/> 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. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <u>\$ 12,133.17</u> 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. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: <u>\$ -0-</u> <small>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter, with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: <u>Commercial lease</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>6197</u> 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: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> 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. Credits: The amount of all payments on 7. Documents: Attach redacted copies of all orders, invoices, itemized statements of runn You may also attach a summary. Attach red a security interest. You may also attach a su DO NOT SEND ORIGINAL DOCUMENTS SCANNING. If the documents are not available, please explain:		Filed: USBC - District of Delaware HMP Services Holding, Et Al. 10-13618 (BLS) 0000000160  s, purchase agreements. of (reverse side.) FTER
Date: <u>04/05/11</u> 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. Arthur F. Dobson, Jr., Esq.		FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;"> 11 8:37 </div>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 11 U.S.C. §§ 152 and 3571.

LEASE AGREEMENT

THE UNILAND PARTNERSHIP OF DELAWARE L.P.

AND

CHARRETTE LLC

Date: September 23, 2005

Lease No. 6197

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ATTORNEYS AT LAW • SHERIDAN MEADOWS CORPORATE PARK • 8225 SHERIDAN DRIVE • SUITE 100 • WILLIAMSVILLE, NEW YORK 14221 • (716) 633-1500 • FAX: (716) 633-4806

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 23rd day of September, 2005
by and between **THE UNILAND PARTNERSHIP OF DELAWARE L.P.**, a Delaware
Limited Partnership, University Corporate Centre, 100 Corporate Parkway, Suite 500, Amherst,
New York 14226, ("Landlord") and **CHARRETTE LLC**, a Delaware Corporation, 31 Olympia
Avenue, Woburn, Massachusetts 01801, ("Tenant").

FIRST: FUNDAMENTAL TERMS AND ATTACHMENTS.

I. The following is a definitional summary of certain fundamental terms used in this
Lease.

- a. **LANDLORD:** THE UNILAND PARTNERSHIP OF
DELAWARE L.P., a Delaware Limited Partnership,
University Corporate Centre, 100 Corporate Parkway, Suite
500, Amherst, New York 14226.
- b. **TENANT:** CHARRETTE LLC, a Delaware Corporation,
31 Olympia Avenue, Woburn, Massachusetts 01801.
- c. **DEMISED PREMISES:** The area known as Suite 106 in
the building as shown on Schedule "B".
- d. **LEASED PREMISES:** Approximately TWO
THOUSAND NINETY NINE (2,099) square feet including
the Demised Premises, plus a pro rata share of Common
Areas.
- e. **BUILDING:** 2205 Kenmore Avenue, Tonawanda, New
York 14207 and surrounding property shown on Schedule
"A".
- f. **COMPLEX:** The buildings and surrounding property
known as the Tonawanda Commerce Centre, Tonawanda,
New York. Landlord reserves the right to modify the

Complex with the addition or deletion of buildings as the case may be, and in which case, Tenant's Complex Area Percentage to be proportionately adjusted as called for in the Lease.

- g. **COMMON AREAS:** Those areas of the Building and Complex that are used or available for use by multiple Tenants and their invitees.
- h. **LEASE TERM:** Five (5) years commencing on the Commencement Date.
- i. **COMMENCEMENT DATE:** The term hereof shall commence on the first day of the third month following Tenant's acceptance of the Leased Premises pursuant to Paragraph "SEVENTH" herein.
- j. **INITIAL ANNUAL RATE PER SQUARE FOOT:**
FOUR AND 45/100 (\$4.45) DOLLARS.
- k. **SECURITY DEPOSIT:** Landlord acknowledges receipt of EIGHT HUNDRED THIRTY FOUR AND 00/100 (\$834.00) DOLLARS previously paid as Security Deposit from Tenant.
- l. **MONTHLY BASE RENT:** SEVEN HUNDRED SEVENTY EIGHT AND 00/100 (\$778.00) DOLLARS.
- m. **CONSTRUCTION COMPLETION DATE:** Forty-five (45) days from the execution of the Lease by both parties and Landlord obtaining a building permit from the appropriate municipality.
- n. **CONSTRUCTION DELAY DATE:** Seventy-five (75) days from the execution of the Lease by both parties and Landlord obtaining a building permit from the appropriate municipality.
- o. **CONSTRUCTION TERMINATION DATE:** One hundred five (105) days from the execution of the Lease by

both parties and Landlord obtaining a building permit from the appropriate municipality.

- p. **REGULATIONS:** All federal, state and local laws, rules and regulations, including, but not limited to the Americans With Disabilities Act.
- q. **PERMITTED USE:** General office and warehouse purposes including the sales, service, demonstration and distribution of design supplies and equipment and related products.
- r. **HAZARDOUS SUBSTANCE:** Any substance the release of or the exposure to which is prohibited, limited or regulated by any environmental law, or which poses a hazard to human health because of its toxicity, including, without limitation, crude oil and any fraction thereof and radioactive substances. However, the term "Hazardous Substance" includes neither:
 - (A) a substance used in the cleaning and maintenance of the Complex, if the quantity and manner of its use are customary, prudent and do not violate applicable law, nor
 - (B) automotive motor oil in immaterial quantities, if leaked from vehicles in the ordinary course of the operation of the Complex and cleaned up in accordance with reasonable property management procedures and in a manner that violates no applicable law, nor
 - (C) ordinary office supplies, if the quantity and manner of its use are customary, prudent and do not violate applicable law
- s. **BASE YEAR:** Base Year shall be defined as the first twelve (12) months of the Least Term.

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- t. **LEASE YEAR:** The twelve (12) month period from the Commencement Date or any annual anniversary thereof through the last day of the twelfth (12th) month thereafter.
- u. **BUILDING COMMON AREA PERCENTAGE:** Eight (8%) Percent.
- v. **NORMAL BUSINESS HOURS:** Shall mean 8:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday.
- w. **TENANT'S PROPORTIONATE SHARE:** Shall mean cost in excess of any allowance (Base Service Allowance; Base Tax Allowance; as the case may be) provided for in the Lease for the particular billing.
- x. **NOTIFICATION ADDRESS:**

1. **TENANT NOTIFICATION ADDRESS:**

Tenant:

Copy:

CHARRETTE LLC

Attn: Jodie Holmquist

31 Olympia Avenue

P.O. Box 4010

Woburn, Massachusetts 01888-4010

2. **LANDLORD NOTIFICATION ADDRESS:**

Landlord:

Copy:

**THE UNILAND PARTNERSHIP
OF DELAWARE L.P.**

c/o Uniland Real Estate Corporation

University Corporate Centre

100 Corporate Parkway

Suite 500

Amherst, New York 14226

Attn: Director of Property Management

Parrino, Cooper & Dobson

Sheridan Meadows Corporate Park

6225 Sheridan Drive, Suite 100

Williamsville, New York 14221

Attn: Arthur F. Dobson, Jr.

II. **SCHEDULES:** The following schedules are attached hereto and, by this reference, incorporated herein ("Schedules").

- a. Schedule "A" Building Plan.
- b. Schedule "B" Demised Premises.
- c. Schedule "B-1" Work Letter.
- d. Schedule "C" Acknowledgement of Possession.
- e. Schedule "D" Estoppel Certificate.

- f. Schedule "E" Hazardous Substance Compliance Certificate.
- g. Schedule "F" Rules and Regulations.

SECOND: TERM. Landlord leases to Tenant and Tenant hereby takes the Leased Premises more specifically designated on Schedule "A" and Schedule "B" for the Lease Term which shall commence on the Commencement Date.

THIRD: RENT.

a) Monthly Base rent shall be payable, whether or not any invoice is rendered as follows:

1). The Monthly Base Rent shall be payable on the first day of each and every calendar month during the Lease Term.

b) No payment by Tenant or receipt by Landlord of a lesser amount than that stipulated herein or which may thereafter be designated as Monthly Base Rent or Additional Rent shall be deemed to be other than on account of the earliest stipulated Base or Additional Rent then owing; nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Monthly Base Rent or Additional Rent or pursue any other remedy provided herein.

c) If Tenant fails to pay by the 10th of the month all Monthly Base Rent, Additional Rent or other sums then due and owing, Tenant shall be liable for and Landlord shall collect, a monthly late charge of five (5%) percent of the outstanding balance then due and owing.

d) All rents shall be paid to Landlord or authorized agent at University Corporate Centre, 100 Corporate Parkway, Suite 500, Amherst, New York 14226, or at such other places as may be designated by Landlord from time to time. All rents are payable in United States funds.

FOURTH: SECURITY DEPOSIT. Landlord acknowledges receipt of EIGHT HUNDRED THIRTY FOUR AND 00/100 (\$834.00) on previously paid as Security Deposit on a Lease Agreement between Landlord and Tenant for Premises located at 2245 Kenmore Avenue, Tonawanda, New York, (Lease No. 1545). In the event the Tenant faithfully performs all terms

and conditions of this Lease, including final payment of all Monthly Base Rent and Additional Rent due and owing through the end of the Lease Term or any subsequent renewal term, the Security Deposit shall be returned to Tenant by Landlord within thirty (30) days of the termination of the Lease or the end of the final renewal term.

FIFTH: CONSTRUCTION OF DEMISED PREMISES. Landlord, by the Construction Completion Date, shall cause to be built and completed in the Building, the Demised Premises in accordance with that described in Schedule "B" and "B-1". The Demised Premises shall be constructed in a good and workmanlike manner. Landlord warrants that the improvements to the Demised Premises will be constructed with materials of good quality and in compliance with all Regulations.

SIXTH: DELAYS IN CONSTRUCTION. In the event that all improvements have not been completed by the Construction Completion Date, Tenant shall have the right but not the obligation to enter into possession of such portions of the Demised Premises as may be ready for occupancy and Landlord shall diligently proceed to place the Demised Premises in conformance with Schedules "B" and "B-1" by the Construction Delay Date. In the event Tenant elects to so partially occupy the Demised Premises as provided herein, the rent to be paid hereunder shall be apportioned so as to include only that floor space actually occupied by Tenant. For the purposes of apportionment of rent, the Annual Rate Per Square Foot shall be prorated for the number of days Tenant occupies the portion of the Demised Premises. No entering into possession by Tenant of any portion of the Demised Premises under the provisions of this Paragraph shall constitute a waiver of Landlord's obligation to complete unfinished items of construction or to correct defective work so as to bring the improvements in accordance with Schedules "B" and "B-1". If Landlord is unable to deliver possession of the entire Demised Premises by the Construction Termination Date, either party, on ten (10) days written notice to the other, and provided the Demised Premises is not completed within said ten (10) days, may terminate this Lease without any claim for damages and all advanced rents and Security Deposits shall be refunded by Landlord to Tenant.

SEVENTH: POSSESSION. The Demised Premises shall be considered ready for possession by Tenant and Tenant shall accept the Demised Premises as ready when:

- A) The Demised Premises has been substantially completed in accordance with Schedule "B" and "B-1";
- B) Ten (10) days' notice has been provided to Tenant by Landlord that the Demised Premises will be substantially completed in accordance with Schedule "B" and "B-1".
- C) At least a temporary certificate of occupancy has been issued by the appropriate municipality evidencing acceptance of Landlord's work.
- D) When the above conditions are deemed satisfied, Tenant shall execute and deliver to Landlord within ten (10) business days the acknowledgement of possession statement, Schedule "C" herein. Schedule "C" shall definitively determine the Commencement Date.

EIGHTH: EARLY ENTRY.

A) Landlord, at no charge to Tenant, shall allow Tenant early entrance on the Demised Premises to prepare the Demised Premises for the installation of Tenant's fixtures and equipment. Tenant and its contractors shall furnish appropriate insurance certificates as Landlord may reasonably require. Tenant shall obey all reasonable restrictions of Landlord and shall prepare the Demised Premises in manner so as not to interfere with Landlord's construction of the Demised Premises.

B) Tenant shall accept the Demised Premises whenever deemed ready for possession, as described in Paragraph "SEVENTH" herein, and shall pay prorated Base Rent and Additional Rent for said early occupancy based on an Initial Annual Rate Per Square Foot until the Commencement Date. Upon Tenant's early entry onto the Demised Premises, all terms and conditions of this Lease shall apply as if the Lease Term had commenced except as otherwise.

NINTH: USE. The Demised Premises shall be used and occupied by Tenant for the Permitted Use and for no other purpose. Tenant's Permitted Use of the Demised Premises shall be consistent with the following:

A) Tenant shall not cause odor, vibration, fumes, noise and/or nuisance within or beyond the confines of the Demised Premises and its use shall not result in the deterioration of the Demised Premises, the Building or the Complex.

B) Tenant shall place waste and refuse matter in inside receptacles which shall be provided by Tenant. Tenant shall deposit only acceptable commercial waste in the receptacle. Acceptable commercial waste shall be that waste accepted for removal by Tenant's waste hauler at standard rates. Presently, said acceptable commercial waste shall not include: Hazardous Substance; pathological waste; industrial waste; asbestos waste; tires; batteries; oil and any wastes packed in drums or drums themselves or any waste, the disposal of which requires a permit from any government or governmental agency. In the future, such waste shall not include wastes at any time deemed unacceptable by any appropriate governmental authority or by Landlord's waste hauler.

1. Tenant shall indemnify and hold Landlord harmless from all costs and expense, including but not limited to, reasonable attorneys fees, charges, fines and penalties for Tenant's deposit of any unacceptable waste in the trash receptacle or dumpster.

C) Tenant shall, at all times hereunder, comply with all applicable rules and Regulations. Without limiting the generality of the foregoing, Tenant, in its use of the Demised Premises, the Building and Complex, shall duly comply with all requirements of the New York State Environmental Conservation Law, New York State Navigation Law and other relevant New York State Laws and the regulations promulgated thereunder. In the event of any release by Tenant of a Hazardous Substance, Tenant, at Landlord's direction, shall promptly undertake and diligently pursue to completion the appropriate and legally authorized remedial and clean-up action of the Demised Premises, the Building or the Complex so affected by the release.

1. Tenant shall provide Landlord with copies of any notification of releases of Hazardous Substance which are given by, or on behalf of the Tenant to any Federal, State or local agencies or authorities with respect to the Demised Premises.

2. Tenant shall defend, indemnify, and hold harmless the Landlord, its employees, agents, officers and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses related to Tenant's release of any Hazardous Substance upon the Demised Premises, the Building or the Complex.

3. Upon Landlord's written request, Tenant shall deliver to Landlord, no more than once per year, written certification of its compliance with the provisions of this Paragraph "NINTH", Schedule "E" herein. Such certification shall list all Hazardous Substance and the quantities thereof used on the Demised Premises from the Commencement Date to the date the certificate is executed.

TENTH: SUBLETTING. Provided Tenant remains financially and legally responsible for all the terms and conditions of this Lease, Tenant may sublet the Demised Premises or assign the Lease with Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned, denied or delayed. Notwithstanding the above, prior to Tenant offering the Demised Premises for sublease or Lease for assignment, Tenant shall give Landlord written notice of its desire to sublet the Demised Premises or assign the Lease. Landlord shall have thirty (30) days from the receipt of said notice to advise Tenant that it is terminating the Lease and taking possession of the Demised Premises as of a date mutually agreeable to the parties, but in no event later than ninety (90) days from the date of Tenant's notice to Landlord. In the event Tenant does, with Landlord's consent, sublet the Demised Premises or a portion thereof, or assigns this Lease, Landlord shall receive an executed copy of the sublease or assignment within ten (10) days from the date of execution or Landlord's consent shall be null and void.

ELEVENTH: MAINTENANCE AND REPAIRS. The payment responsibility for maintenance and repair shall be determined by Paragraph "THIRTEENTH", performance responsibility for the actual work shall be determined by this Paragraph "ELEVENTH":

I. Landlord:

A. Shall, replace the structural portions of the Demised Premises and Building, including: roof, exterior walls foundations, floor slab, (excluding floor finishings such as tile, carpeting and the like).

B. Shall maintain and repair the exterior portions of the Building, including but not limited to, such non-structural elements, as roof repairs, caulking, painting, repointing, and sealing of floors, walls and window glass.

C. Shall maintain the Property and the Complex including, but not limited to landscape and shrubbery maintenance, including replacement when necessary; lawn care, including watering, lawn fertilizing, spraying and replanting when necessary; maintain the pedestrian walks, parking lots, driveways and access roads including snow removal, sealing, striping, patching and resurfacing.

D. Shall maintain all electrical systems, servicing the Property, the Building and the Complex. Such responsibility shall include maintenance of the electrical systems up to

demising wall of the Demised Premises only, and not the electrical systems within the Demised Premises.

II. Tenant.

A. Shall maintain, repair and replace when necessary, all mechanical systems of the Demised Premises including but not limited to the plumbing, fire protection and heating, ventilating and air cooling system. Such maintenance, repair and replacement shall include, but not be limited to, scheduled periodic maintenance, inspection, the cleaning and recommended replacement of all equipment and parts. Notwithstanding the above, provided Tenant has throughout the Lease Term had routine and regular maintenance performed on the mechanical systems through a documented maintenance contract, Landlord shall be responsible for the replacement of same.

B. Shall be responsible for the maintenance, repair and replacement of all electrical systems from the point in which said electrical systems enter the Demised Premises at its demising wall and continuing throughout the Demised Premises.

C. Shall be responsible for the maintenance, repair and when necessary replacement of the interior portions of the Demised Premises, including, but not limited to, interior walls and wall finishings, carpeting and other floor finishes, ceiling tiles, lavatories, and fixtures therein, and shall surrender same in as good a condition as received, normal wear and tear excepted.

D. Shall maintain, in so far as in its power, utility service to the Demised Premises (gas, electric, water and sewer) in sufficient amount to prevent damage to the Demised Premises or deterioration thereof.

E. All maintenance, repairs and alterations made by the Tenant shall be done immediately as needed and shall be completed in a good and workmanlike manner. In performing such maintenance, Tenant shall comply with all Federal, State and municipal laws, rules, orders and ordinances, and any regulations at any time issued or enforced, applicable to the Demised Premises.

TWELFTH: UTILITIES. Tenant agrees that it shall be financially responsible for all utilities, including water, gas, electric, and any other utility service delivered to the Demised Premises, the Building and the Complex. Tenant shall contract directly with all utility

companies which deliver services directly to the Demised Premises. In the event that any such service cannot be separately metered and Tenant cannot contract directly with the utility company for such service, Landlord shall re-bill Tenant for its proportionate use of that particular utility service through a single meter which Landlord will then operate and control. Tenant's financial responsibility for common area and complex area utilities shall be determined by Paragraph "THIRTEENTH".

THIRTEENTH: ADDITIONAL RENT.

I. Definitions.

A. As Additional Rent hereunder, Tenant shall pay to Landlord its Proportionate Share of the expenses enumerated in Section II below. For purpose of this Paragraph "THIRTEENTH", "Proportionate Share" shall be determined as follows:

1. Tenant's Proportionate Share shall be one hundred (100%) percent of the cost for those Section II expenses listed below which affect the Demised Premises only.
2. Tenant's Proportionate Share for those Section II expenses which affect the building as a whole, shall be a percentage of the costs of those expenses which percentage shall have the square footage of the Demised Premises as the numerator and the square footage of the building in which the Demised Premises is located as the denominator. This percentage shall be Tenant's Building Common Area Percentage.

3. Tenant's Proportionate Share of the costs of those Section II expenses chargeable to Tenant hereunder which affect the Complex shall be a percentage of said expenses, the percentage of which is determined by the square footage of the Leased Premises as the numerator and the square footage of the buildings of the Complex as the denominator. The resulting percentage shall be Tenant's Building Complex Area Percentage.

II. Tenant Expenses:

A. INSURANCE.

(1) Tenant's Proportionate Share of increases over the Base Year in Landlord's Commercial General Liability and Special Perils insurance premiums. Landlord shall, at the request of the Tenant, provide an explanation of any premium increase hereunder.

B. TAXES.

(1) Tenant's Proportionate Share of all state, municipal and local taxes (except gift, estate, inheritance, succession, and income taxes, if any, on the interest of the Landlord) assessments, levies and other charges general and special ordinary and extraordinary, in whatever name, nature and kind, (except as specified above) that are, or may be, during the Lease Term or any renewal (beginning with the commencement of the Lease Term) levied, assessed, imposed or charged on the Demised Premises, Building or Complex and all of which may be levied, assessed, imposed, or charged on or against the leasehold estate hereby created during the Lease Term. Tenant's Proportionate Share of taxes shall be prorated to reflect the Lease Commencement and Termination Dates with the date the taxes are due and payable. The taxes, assessments, levies and other charges, shall be paid in the name of the Landlord, and Landlord shall pay the same as specified above whether such taxes or charges become due and payable during the Lease Term or any renewal, or subsequent to the expiration or sooner termination hereof.

(2) If, at any time during the Lease Term, the present method of taxation or assessment shall be changed so that the whole or any part of the taxes, assessments, levies or charges now levied, assessed and imposed on the real estate hereby demised and improvements thereon, shall be transferred to the rentals received from such real property in whole or in part, or against such rentals in whole or in part, or if partly on such real estate and partly on such rentals, Tenant shall pay such Proportionate Share of taxes and assessments levied and assessed on such rentals as shall proportionately relieve the taxes and assessments on such real estate, it being the intention of the parties hereto that Landlord shall receive the rents reserved herein without deduction of taxes (except gift, estate, inheritance, succession, and income taxes on the interest of the Landlord), assessments, levies, or charges in respect to the real estate and improvements and also on such rentals.

(3) It is understood and agreed that Tenant will be liable for all such real estate taxes which are due and payable during the Lease Term or any subsequent renewal thereof.

(4) Tenant shall have the right, at its own cost and expense, to contest any taxes or assessments in the name of Landlord, and Landlord shall reasonably cooperate in any proceedings arising out of Tenant's exercise of this right. In the event that Landlord undertakes any action for the reduction of real estate taxes, Tenant shall be responsible for its

Proportionate Share of all fees and disbursements of Landlord advanced in such action provided that such action results in a decrease in the real estate taxes challenged.

C. MAINTENANCE AND REPAIRS.

(1) Tenant shall pay for the cost to Landlord to replace structural portions of the Demised Premises, or Building, when such replacement is necessitated by Tenant's negligence.

(2) Tenant's Proportionate Share of Landlord's cost of maintenance and repair responsibilities referenced in Paragraph "ELEVENTH" I subparagraphs B through D herein.

D. UTILITIES.

(1) Tenant's Proportionate Share of Landlord's cost of utility expense for all utilities servicing the Property and Complex areas.

III. BILLING.

(a) All Additional Rent due and owing under this Paragraph "THIRTEENTH" shall be paid by Tenant to Landlord within thirty (30) days following the date of the billing by Landlord for same. Landlord shall bill Tenant, no sooner than monthly, for Additional Rent expenses due under this Paragraph "THIRTEENTH".

(b) The Additional Rent required to be paid by the Tenant to the Landlord, under this Paragraph "THIRTEENTH" hereof, may at the option of the Landlord, be estimated for a full Lease year and billed monthly in advance at the rate of one-twelfth ($1/12^{\text{th}}$) of such estimate. The Landlord shall make an adjustment based upon actual costs within ninety (90) days of the end of each Lease Year ("Lease Year Reconciliation"). Any monies due and owing to Landlord following the Lease Year reconciliation shall be paid by Tenant to Landlord within thirty (30) days of the date of billing. Any such monies due and owing Tenant as a result of the Lease Year reconciliation shall be credited by Landlord against the next future installments of Additional Rent owed by Tenant to Landlord and at the termination of the Lease, refunded to the Tenant within one hundred twenty (120) days of the lease termination.

IV. DISPUTE RESOLUTION.

(a) In the event that Tenant disputes any Monthly Base Rent or Additional Rent billed by Landlord, Tenant must nonetheless pay same to Landlord within the time provided herein or be in default of the Lease. The propriety of such billing shall not be a

defense to any action taken by Landlord for Tenant's failure to pay any Monthly Base Rent or Additional Rent as provided herein. In the event Tenant disputes any Monthly Base Rent or Additional Rent, which has been billed to and timely paid by Tenant, Landlord shall in good faith, diligently review the disputed item with Tenant within forty five (45) days of written notification by Tenant of the specific dispute. If the parties cannot come to an agreement, the dispute shall be resolved as provided for in this Lease. In the event Tenant then is owed a credit for Monthly Base Rent or Additional Rent disputed, Landlord shall credit same against: (i): Any Additional Rent due and owing by Tenant (ii): Monthly Base Rent due and owing by Tenant; (iii) The balance shall be paid by Landlord to Tenant within ten (10) days following the next Monthly Base Rent due date following such determination. Said Tenant's credit shall be issued by Landlord at the next rental billing period following such determination.

(b) Tenant waives its right to initiate a dispute or challenge to any Additional Rent, billing or charge rendered longer than thirteen (13) months after the initial invoice date.

FOURTEENTH: LIABILITY. Landlord and Tenant shall not be liable for, and Landlord and Tenant agree to indemnify, defend, and forever hold harmless the other, its agents, servants, and employees from and against claims, damages, costs (including but not limited to court costs and attorney fees) resulting from injury or damage to the other, its agents, servants or employees or any other person(s) claiming through the other, unless such liabilities shall result solely from an act or omission of the other, its agents, servants, or employees. Landlord and Tenant hereby release one another from all liability for any loss or damage to real or personal property, and waive any right of subrogation against any insurance carrier of the other party.

FIFTEENTH: INSURANCE. The parties shall maintain the following insurance coverages:

I. Landlord:

A. **BUILDING.** Landlord shall maintain Special Perils Coverage Insurance on a building replacement cost basis.

B. **LIABILITY:** Landlord shall maintain Commercial General Liability Insurance of a minimum of ONE MILLION and 00/100 (\$1,000,000.00) DOLLARS and TWO

MILLION and 00/100 (\$2,000,000.00) DOLLARS in the aggregate, which coverage may be provided under Landlord's excess or umbrella policy.

II. Tenant:

A. LIABILITY: Tenant shall maintain Commercial General Liability insurance of a minimum of ONE MILLION and 00/100 (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION and 00/100 (\$2,000,000.00) DOLLARS in the aggregate, which coverage may be provided under Tenant's excess or umbrella liability policy.

B. CONTENTS: Tenant shall maintain contents coverage insurance adequate to insure its improvements, betterments and contents.

C. Tenant may, at its option satisfy the insurance requirements of this Lease through its self insurance program as long as there is no material change in Tenant's financial condition, in which case Tenant shall be required to meet its obligations under this Paragraph "FIFTEENTH" through an insurance policy underwritten by a satisfactory insurance carrier.

III. Certificate of Insurance:

A. Tenant shall provide Landlord with a certificate of insurance providing proof of such insurance. Tenant shall provide Landlord with a certificate of insurance showing Landlord as an additional insured. This certificate shall provide for a ten (10) day written notice to Landlord in the event of cancellation or material change of coverage. This insurance may be provided as part of the blanket coverage by Tenant.

SIXTEENTH: COMPLIANCE WITH LAWS.

A. Subject to Landlord's duties and obligations of maintenance and repair as contained in Paragraphs "ELEVENTH" and "THIRTEENTH" Tenant, throughout the Lease Term and any subsequent renewals thereof, shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to Tenant's use of the Leased Premises.

B. The notice of any violation given to Tenant by Landlord or any governmental or quasi-governmental agency or the commencement or pendency of any municipal, state or Federal proceeding alleging a violation which would affect the Tenant's use of the Leased Premises shall, at the option of the Landlord, and subject to the notice provisions of Paragraph

"TWENTY-FIFTH" be deemed a breach hereof, providing, however, the notice of such violation or the commencement of such proceedings shall not be a breach hereof, if:

1) Tenant immediately takes action to comply with such statute, ordinance or other requirements, or

2) Tenant, in good faith, contests such proceeding to a final determination and thereafter complies with such order as may issue. (In any such contest, Tenant will take such action(s), including deposit of security, as may be reasonably necessary to prevent a forfeiture of Landlord's title.)

C. Notwithstanding this Paragraph "SIXTEENTH", if after Tenant has been found to be in violation of any statute, ordinance, or requirement of any municipal, state or federal authority now in force, or hereinafter in force, pertaining to Tenant's use of the Leased Premises, and Tenant fails to immediately correct the same, Landlord shall have the right to take whatever action necessary to place the Leased Premises in compliance with any statute, ordinance, and requirement of all municipal, state, and federal authorities now in force or which hereinafter may be in force and to charge Tenant the costs thereof as Additional Rent for this action.

SEVENTEENTH: LANDLORD'S ACCESS.

A. Tenant shall permit Landlord, or Landlord's agent, at reasonable times and upon reasonable notice, to enter upon the Demised Premises for the purpose of inspecting the same and will permit Landlord, at any time within one hundred twenty (120) days prior to the expiration of Lease, to place upon the Building any usual "To Let" or "For Lease" signs and at reasonable times and upon reasonable notice permit persons desiring to lease the same to inspect the Demised Premises thereafter.

B. Landlord shall, with at least five (5) days advance notice to Tenant, except in case of emergency, when no notice shall be required, have the right to enter Demised Premises for the purpose of performing maintenance, repairs or structural alterations to said Demised Premises or Building. Any such repairs or structural alterations will be made with reasonable dispatch and in a manner to interfere as little as possible with Tenant's use and enjoyment of the Demised Premises.

EIGHTEENTH: SIGNAGE.

(C) Notwithstanding the above, in the event of a condemnation or taking to the extent of more than fifty (50%) percent of the Building, Landlord shall have the option, with ten (10) days written notice given to Tenant within thirty (30) days of the condemnation or taking to terminate this Lease effective thirty (30) days thereafter. In such case, all unearned rents shall be refunded to Tenant.

(D) Tenant shall not be entitled to any part of the award or awards made as a result of the condemnation or taking provided, however, Tenant may make a claim for the loss of Tenant's fixtures, loss of business and relocation expenses.

(E) Notwithstanding anything in this Paragraph "NINETEENTH" to the contrary, Landlord shall not be required to repair or rebuild the Demised Premises, the Building or parking during the last year of the original term or the last year of any renewal term hereof unless Landlord opts in writing to do so.

TWENTIETH: DESTRUCTION.

I. If the Demised Premises or the Building is damaged or destroyed by fire or other casualty, the rights of the parties shall be determined as follows:

(A) Within twenty (20) days of the damage or destruction to the Demised Premises or the Building, Landlord shall notify Tenant of the length of time that the repairs will take to complete, or notify Tenant that the Building has been damaged or destroyed to the extent of more than one-half (1/2) of its replacement cost.

(B) If the repairs to the Demised Premises or the Building can be completed within ninety (90) days of the date of such notice, Landlord shall forthwith repair same, and the Lease shall continue with rent abated in proportion to the floor area of the Demised Premises lost because of the damage or destruction. In the event that Landlord notifies Tenant that the repairs will take longer than ninety (90) days to complete, Tenant shall have five (5) days from the date of such notice to advise Landlord whether Tenant wishes to have Landlord complete the repairs with the Lease to continue and the rent proportionately abated as provided herein, or that Tenant wishes to terminate the Lease. If Tenant notifies Landlord that it wishes the Lease to continue, Landlord shall have one hundred fifty (150) days from the date of such notification to complete the repairs to the Demised Premises or the Building.

(C) If the repairs shall take longer than one hundred fifty (150) days to complete, Landlord shall have the right to terminate this Lease. If Landlord shall so notify the Tenant that the repairs shall take longer than one hundred fifty (150) days, Landlord shall also notify Tenant whether or not Landlord is terminating the Lease. If Landlord notifies Tenant that it is willing to complete the repairs and not terminate the Lease, Tenant shall have five (5) days from the date of said notice to notify Landlord whether it wishes to have the Lease continue, with rent proportionately abated, or whether it wishes to terminate the Lease. If either party shall elect to so terminate this Lease, the Lease shall be terminated and all unearned rents shall be refunded to Tenant by Landlord from the date Tenant vacates the Demised Premises.

(D) In the event that the damage or destruction to the Demised Premises or the Building is due to the fault or negligence of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damage or destruction shall still be repaired by Landlord as provided herein, however, there will be no apportionment of rent.

(E) In the event that Landlord shall notify Tenant that the Building in which the Demised Premises is located is destroyed to the extent of at least one-half (1/2) of its replacement cost, Landlord shall notify Tenant of whether it wishes to terminate the Lease or wishes to repair the Building in which the Demised Premises is located. Tenant shall have five (5) days from the date of such notice to notify Landlord of whether it wishes the Lease to continue, with rent proportionately abated as provided herein, or terminate this Lease. In the event that either party desires to terminate this Lease, this Lease shall be so terminated and all unearned rent shall be returned by Landlord to Tenant from the date of Tenant vacating the Demised Premises.

TWENTY-FIRST: CONTINUOUS OCCUPANCY.

A. Tenant may, with thirty (30) days advance written notice to Landlord, vacate the Demised Premises, provided Tenant shall continue to abide by all the terms and conditions of this Lease.

B. Notwithstanding the above, if any of the following shall occur, Tenant shall be in default of this Lease, and Landlord shall have the right to terminate this Lease with Tenant being responsible for rent throughout the balance of the Lease Term: (i) if a receiver shall be appointed to take over the business of Tenant; (ii) if Tenant makes a general assignment for the

benefit of creditors; (iii) if Tenant shall take or suffer any action under any insolvency or bankruptcy act; (iv) if Tenant is placed in an involuntary bankruptcy, and Tenant shall not vacate same within ninety (90) days from the date of filing of such insolvency or bankruptcy action.

TWENTY-SECOND: LIEN PROHIBITION. If a notice of any lien be filed against the Demised Premises for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to, or for any party hereto, at the Demised Premises or for utilities or other services provided to the Demised Premises on behalf of Tenant, and if the Tenant shall fail to take such action as shall cause such lien to be removed from the record by discharge, deposit or bonding proceedings, within fifteen (15) days after Tenant or Landlord received notice of the filing of such lien, Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, Landlord may require the lienor to prosecute an appropriate action to enforce the lienor's claim.

Any amount paid or expense incurred by Landlord in exercising its rights herein shall be immediately due by Tenant to Landlord as Additional Rent.

TWENTY-THIRD: IMPROVEMENTS. Tenant shall make no modifications, alterations or improvements to the structural components of the building in which the Demised Premises is a part, including, but not limited to floors, roof, outside or bearing walls, pillars, posts or columns without Landlord's prior written consent. Tenant shall not make non-structural improvements to the Demised Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, delayed or denied. Tenant shall furnish to Landlord a copy of the plans and specifications for such improvements thirty (30) days prior to the commencement of same.

Title to any and all improvements by Tenant made to the Demised Premises during the Lease Term shall vest in Landlord, as of the end of the Lease Term or any earlier termination thereof. Tenant may, upon termination hereof, remove all of its trade fixtures but shall repair, or pay as additional rent for repairs necessary for damages to, the Demised Premises occasioned by removal of Tenant's trade fixtures. Any property of Tenant remaining on the Demised Premises as of the termination of the Lease Term, shall be deemed abandoned by Tenant and Landlord

shall have the right to dispose of same as it sees fit. The Landlord's cost of removing the abandoned property shall be an Additional Rent expense of Tenant.

TWENTY-FOURTH: TENANT DEFAULT AND RIGHT OF REENTRY.

A. Should Tenant be in default of any of the terms of this Lease, beyond any applicable grace period, Landlord, besides other rights and remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Demised Premises. Any such property found on the Demised Premises may be moved by Landlord and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant.

B. Should Landlord elect to reenter, or should it take possession pursuant to legal proceedings or any notice provided by law, Landlord shall have the option of either (1) terminating this Lease or (2) it may, from time to time, without terminating this Lease, relet the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to alter or repair the Demised Premises upon such reletting.

In the event of such reletting without termination of the Lease, Tenant shall be immediately liable to pay to Landlord as Additional Rent, in addition to any other amounts then due hereunder at the option of Landlord, either:

(i) The cost and expense of such reletting and such alterations and/or repairs and any amount by which the balance of the rent reserved under the Lease herein for the period of such reletting (but not beyond the term hereof) exceeds the amount agreed to be paid as rent for such period, or;

(ii) Credit the rents actually received by Landlord from such reletting (a) to the repayment of indebtedness other than rent due hereunder; (b) then to the cost and expenses of reletting and alterations or repairs; (c) then to the payment of rent due and unpaid hereunder, and (d) the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable. Tenant shall be credited only with rent actually received by Landlord. Tenant shall, in such event, pay any deficiency between the amount due from Tenant

to Landlord and the amount credited. No such reentry or taking possession by Landlord shall be construed as an election to terminate this Lease unless written notice of such intention is given, or unless termination be declared by a court of competent jurisdiction.

C. Should Landlord at any time terminate this Lease for any breach thereof, Landlord shall have the right to accelerate all Monthly Base Rent and Additional Rent that may be due and owing for the balance of the Lease Term. Landlord shall credit against the accelerated Monthly Base Rent and Additional Rent due and owing, the reasonable value of rents likely to be received during the then remainder of the Lease Term.

D. As a condition precedent to Tenant being in default of the Lease:

(1) Landlord shall give Tenant notice in writing of Tenant's failure to pay Rent and Additional Rent or any other obligations satisfied by payment of money, and if Tenant shall pay the same within ten (10) business days of receipt of said notice, Tenant shall not be in default or breach of this Lease;

(2) Landlord shall give Tenant notice in writing of any other default or breach which cannot be corrected by the payment of money, and if Tenant shall correct the same within ten (10) business days of receipt of said notice, Tenant shall not be in default or breach hereunder provided, or, if the breach or default is such that it may not be corrected within said ten (10) day period, but Tenant commences to correct the same within said period and diligently continues to correct same, Tenant shall not be in default or breach hereof.

TWENTY-FIFTH: LANDLORD'S NOTICE. As a condition precedent to Landlord being in breach of any of the terms and conditions of this Lease, Tenant shall give to Landlord notice in writing of such breach or default, and if Landlord shall correct same within thirty (30) days of the receipt of said notice, Landlord shall not be in breach or default hereunder provided, or, if the breach or default is such that it may not be corrected within said thirty (30) day period, but Landlord commences to correct same within said period and diligently continues to correct same, Landlord shall not be in default or breach hereof.

TWENTY-SIXTH: ACCESS ROAD.

A. Landlord grants to Tenant the right of non-exclusive ingress and egress along the private road. Such road shall be for the use and enjoyment of ingress and egress and installation

of utilities and services by owners, lawful occupants and Tenants of Landlord. Neither Landlord, nor Tenant, shall obstruct such access road. Landlord grants to Tenant the right of non-exclusive ingress and egress through the parking areas. The right of non-exclusive ingress and egress shall be for the use and enjoyment for ingress, egress, parking and installation of utilities and services by owners, lawful occupants and tenants of Landlord.

B. Providing Tenant is not in default of the Lease, and a mortgagee shall foreclose on any mortgage affecting the Demised Premises, access road, or any other premises enjoying the use of said road, the use and enjoyment by Tenant of the right of way for ingress and egress shall not be disturbed by said action to foreclose said mortgage. Tenant shall execute any documents required by Landlord or its mortgagee to enforce the terms and conditions of this paragraph provided said does not diminish Tenant's rights hereunder.

TWENTY-SEVENTH: SUBORDINATION. This Lease shall be subject and

subordinate at all times to the lien of any present or future mortgages, or any leases given in connection with an Industrial Revenue Bond financing, and all advances made or thereafter to be made upon the security thereof; provided, however, that any such mortgage or mortgages, or such lease or leases, shall provide that in any foreclosure proceeding, Tenant will not be made a party thereunder and in any sale in such foreclosure proceeding, this Lease shall remain undisturbed and in full force and effect provided Tenant is not in default thereunder. Tenant shall execute any document required by Landlord or its mortgagee to enforce the terms and conditions of this paragraph provided said does not diminish Tenant's rights hereunder.

TWENTY-EIGHTH: METHOD OF NOTICE. Any notice or demand which, under

the terms of this Lease or under any statute, must or may be given by the parties hereto shall be in writing and shall be given or made by personal service, or made by mailing, the mailing shall be by certified or registered mail return receipt requested, or by nationally recognized overnight delivery service addressed to the respective party's Notification Address, or such other address as each of the parties hereto may from time to time designate by notice to the other. Any such notice shall be effective as of the day in which same is received by the noticed party.

If personally delivered, then notices shall be effective when received as evidenced by affidavit of the person making such delivery. If sent by overnight courier delivery service, then

Building for installation and maintenance of such telephone, security and computer service, provided same shall not interfere with Landlord, or Landlord's other tenants' use and enjoyment of the Building or their particular Demised Premises. Notwithstanding the provisions of Paragraph "SEVENTH", maintenance of telephone security and computer wiring and equipment shall be the responsibility of Tenant for the term of the Lease. Installation of wiring and equipment shall comply with all Federal, State or municipal laws, rules ordinances and regulations and the regulations of the New York State Fire Underwriters. All such wiring installed by Tenant shall become the property of the Landlord as of the date of the termination of the Lease.

THIRTY-SECOND: JURY WAIVER. In the event that Landlord must proceed by summary proceeding to enforce any provision of the Lease, Tenant and Landlord hereby waive whatever right they may have to a jury trial with regard to any issues of law or fact in said proceeding.

THIRTY-THIRD: INVALIDITY. The invalidity or unenforceability of any provisions of this Lease shall in no way affect the validity or enforceability of any other provision hereof. No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.

THIRTY-FOURTH: PARKING. Landlord shall provide car parks for Tenant within the parking area as shown on Schedule "A". Landlord, at its sole option and discretion, reserves the right throughout the term of this Lease to assign Tenant specific car parks.

THIRTY-FIFTH: SUCCESSION. This Lease is binding upon and inures to the benefit of the assigns and successors in interest to the parties.

THIRTY-SIXTH: RULES AND REGULATIONS. Tenant shall comply with all reasonable rules and regulations which Landlord may establish from time to time for the protection and welfare of the Tenant, the Building, and all other tenants and occupants thereof. All such rules and regulations shall be uniformly applicable to all tenants and occupants of the

Building to which it applies, and shall not interfere with Tenant's intended use of the Demised Premises.

THIRTY-SEVENTH: QUIET ENJOYMENT. Landlord shall, at all times during the term of this Lease, allow Tenant quiet enjoyment of said Demised Premises.

THIRTY-EIGHTH: FINANCING COOPERATION. Tenant will use its best efforts to cooperate with Landlord in satisfying the reasonable requirements of Landlord's mortgagee. Upon the commencement of the Lease Term, and at reasonable intervals thereafter, Tenant shall execute and return to Landlord the attached Schedule "D" Estoppel Certificate. Any such cooperation given by Tenant to Landlord in fulfillment of its obligations under this paragraph shall not materially alter Tenant's rights under this Lease.

Landlord will use its best efforts to cooperate with Tenant in satisfying the reasonable requirements of Tenant's lender and in Tenant's financing. Any such cooperation by Landlord to Tenant under this Paragraph shall not materially alter Landlord's rights under this Lease.

THIRTY-NINTH: FINANCIAL STATEMENT. At Landlord's written request, Tenant shall furnish to Landlord within ninety (90) days of the close of each fiscal year during the term of this Lease, its latest financial statement. This statement shall be for the confidential use of Landlord and its mortgagee only and for no other purpose.

FORTIETH: ARBITRATION. Any dispute between Landlord and Tenant arising out of the provisions of this Lease, excepting the payment of Rent, and Additional Rent and any other item satisfied by the payment of money, shall be submitted to arbitration in such a manner as the parties may agree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association. As a condition precedent to such arbitration, Tenant must be current, and remain so throughout the arbitration, with all Monthly Base Rent and Additional Rent claimed by Landlord to be due and owing under this Lease, including payment of the Monthly Base Rent and/or Additional Rent disputed by Tenant.

FORTY-FIRST: JURISDICTION. The parties agree that venue for any judicial action shall be the County of Erie, State of New York. If either party does not maintain an office or residence in the County of Erie, State of New York at the time of the commencement of any action under this Lease, then such party hereby designates the Secretary of State for the State of New York as its agent for the service of process. Any matters involving this Lease shall be governed by the laws of the State of New York.

FORTY-SECOND: NO RECORDING. Neither this Lease nor any memorandum thereof shall be recorded.

FORTY-THIRD: PARAGRAPH CAPTIONS. Paragraph headings set forth herein are for the convenience of the parties only, and the same shall not be deemed to limit or expand the terms and conditions set forth herein.

FORTY-FOURTH: EARLY TERMINATION. Once Tenant vacates their existing Leased Premises and upon commencement of this Lease, Tenant's Lease for 2245 Kenmore Avenue, Tonawanda, New York, between Landlord and Tenant, (Lease No. 1545), shall be terminated, and after all Rent and Additional Rent is paid through the Date of Termination, both Landlord and Tenant shall have no rights or obligations to each other with respect to that Lease.

FORTY-FIFTH: ENTIRE AGREEMENT. This Lease and the Schedules and Riders attached, if any, form a part of this Lease together with the rules and regulations now or in the future adopted and promulgated by Landlord pursuant to Paragraph "THIRTY-SIXTH" hereof, and set forth all of the covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings ("Representations") between the Landlord and Tenant concerning the Demised Premises and there are no representations either oral or written between them other than those in this Lease.

This Lease supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, lease proposals, brochures, Representations and information conveyed, whether oral or in writing between the parties hereto or their respective representatives or any other person purporting to represent the Landlord or Tenant. Tenant acknowledges that it has not been

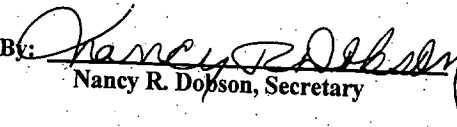
induced to enter into this Lease by any representations not set forth in this Lease, that it has not relied on any such representations, no such representations shall be used in the interpretation or construction of this lease, and Landlord shall have no liability for any consequences arising as a result of any such representations.

Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or Tenant unless in writing and signed by each of them.

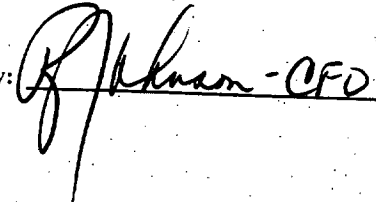
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above mentioned.

THE UNILAND PARTNERSHIP OF DELAWARE L.P.

By: **UNIVEST I CORPORATION**
General Partner

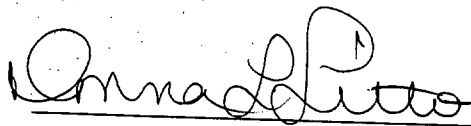
By: 
Nancy R. Dobson, Secretary

CHARRETTE LLC

By:  - CFO

STATE OF NEW YORK)
) SS:
COUNTY OF ERIE)

On the 23rd day of Sept, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared NANCY R. DOBSON, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



DONNA L. LITTO
NOTARY PUBLIC, State of New York
Qualified in Erie County
My Commission Expires 8/31/06

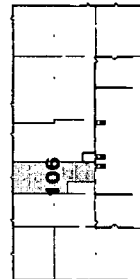
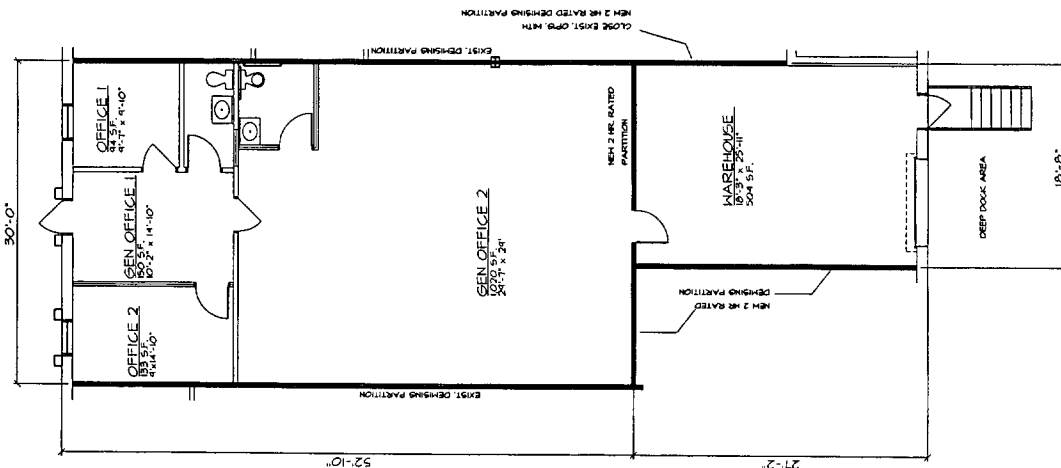
STATE OF NEW YORK)
) SS:
COUNTY OF ERIE)

On the 21 day of Sept, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Linda Beth Thompson
Notary Public
My Commission Expires
June 4, 2010

Proposed Floor Plan



Location Plan

717105

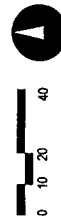
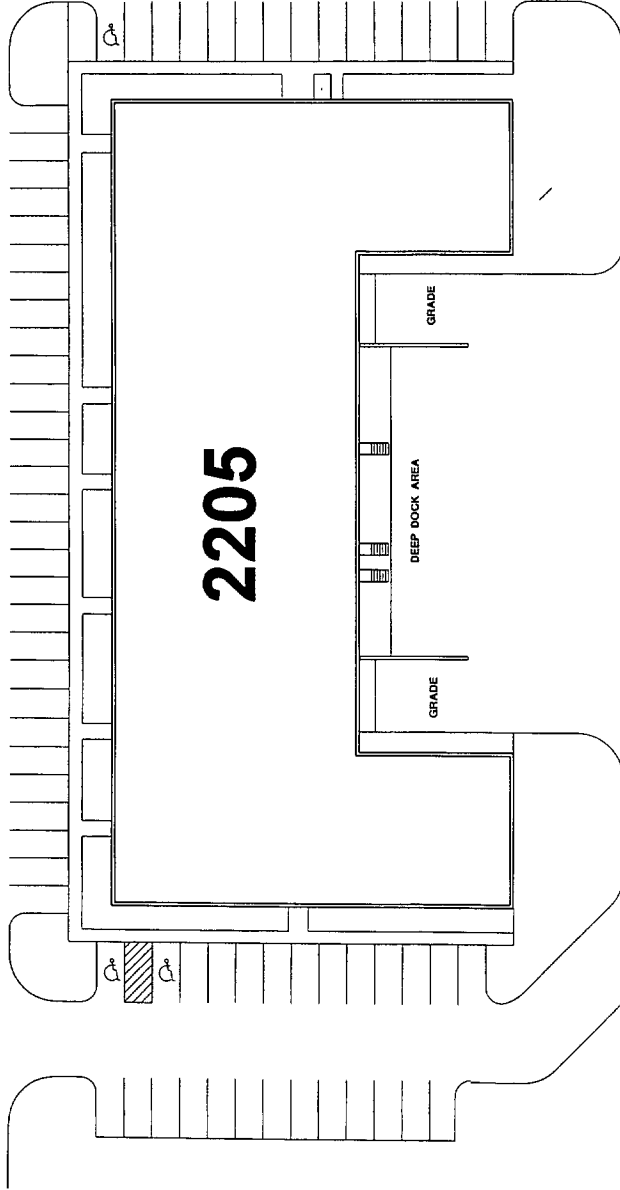
UNILAND
DEVELOPMENT COMPANY
Amherst, New York 716.814.9000 uniland.com

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RGW 6197.01

Building Plan



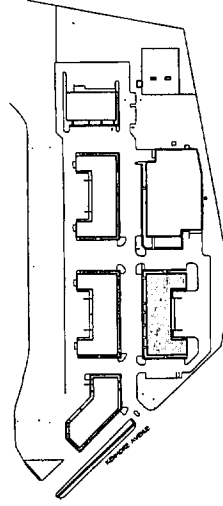
1/27/05

This drawing, agreement, Exhibit and/or specification, is hereby identified and acknowledged as forming a part of the contract documents.

Dated 9-23-05 Schedule A

Witness
THE UNILAND PARTNERSHIP OF DELAWARE L.P.
BY [Signature]
Lessors/Landlord

Witness
CHARRETTE, LLC
BY [Signature]
Lessee/Tenant



Interior Work Letter
OFFICE / WAREHOUSE

Client	Charrette LLC	Date	6/22/05
Proposed Location	Tonawanda Commerce Centre 2205 Kenmore Avenue, Suite 106 Tonawanda, New York	File	6197
Rentable Floor Area	2,099 SF		

Uniland Construction Corporation shall provide all equipment, labor and materials to complete the following scope of work based on Uniland Drawing #6197-PF1 dated 7/7/05.

- 1.) Provide all demolitions needed to facilitate floor plan.
- 2.) Provide all doors, frames and hardware as shown on floor plan. New doors, frames and hardware to match the building standard.
- 3.) Provide re-keying of suite entry doors only.
- 4.) Add restroom mirrors and plastic laminate vanities.
- 5.) Provide new drywall partitioning as shown on floor plan.
- 6.) Rework the existing acoustical ceiling to facilitate floor plan. Add new acoustic ceilings to match existing.
- 7.) Provide new 4" vinyl base.
- 8.) Provide the following flooring scope:
 - a. "Corporate Level Carpet" or equal (selected out of Uniland selections)
 - b. V.C.T.: Armstrong "Excelon" or equal
- 9.) Provide painting of the suite as follows:
 - a. New walls to receive one coat primer and two finish coats of paint.
 - b. Existing walls to receive one coat of finish paint.
- 10.) Provide (1) new 4ton packaged roof top unit.
- 11.) Add (2) ceiling mounted exhaust fan for new restroom.
- 12.) Add (1) water closet and (1) 16" oval sink to create a new restroom.
- 13.) Add (11) new 2' x 4' prismatic lights.
- 14.) Relocate existing lighting & switching to facilitate floor plan.
- 15.) Provide (4) new 120v. - 15 amp duplex outlets (ten per circuit)
- 16.) Provide professional cleaning of the suite after renovations are completed and prior to tenant moving in.

PROJECT CLARIFICATIONS:

- 1.) Estimate is based on the existing ceiling height.
- 2.) Uniland drawing and work letter to take precedence over all other documents.
- 3.) Estimate is based on a 45 day construction schedule after all building permits are obtained.
- 4.) Tenant to take the space in "as-is" condition except for renovation specific items.
- 5.) Existing concrete floors to be taken in "as-is" condition.
- 6.) Finishes to be selected out of Uniland standard finishes.
- 7.) Estimate totals may change based on final design drawings.
- 8.) Estimate material prices can be honored for thirty (30) days after the date on the estimate. A Change Order will be issued based on any increase in material prices after this date.

THE FOLLOWING ITEMS ARE NOT INCLUDED:

- 1.) Furniture, moving or electrical associated.
- 2.) Furniture or equipment shown on plans.
- 3.) Furniture power feeds or connections.
- 4.) Special shelving.
- 5.) Tax.
- 6.) Sprinkler systems.
- 7.) Fire rated ceilings.
- 8.) Signage.
- 9.) Voice, data, fire alarm and security systems.
- 10.) Special door hardware.
- 11.) Appliances.
- 12.) In slab or under slab conduits.
- 13.) Special electrical.
- 14.) Additional electrical panels, circuit breakers, or transformers.
- 15.) Reception desk, pencil drawers and or file cabinets.
- 16.) Carpet pad.
- 17.) Work on the exterior of the building.
- 18.) Painting exposed joist, deck and concrete floor.
- 19.) Warehouse floor drains.
- 20.) Special interior guard rails or pipe bollards.
- 21.) New window treatments.
- 22.) Special use permits.
- 23.) Public assembly space.
- 24.) Changes to the loading dock area or special dock equipment.
- 25.) Additional costs based on code interpretation.
- 26.) Special soundproofing.
- 27.) Power or duplex outlet for signage.
- 28.) Special soffits, wood trim, decorative lighting.
- 29.) Sidelights, interior windows.

- 30.) Added counters, cabinets,
- 31.) Added egress doors

This drawing, agreement, addendum, Exhibit and/or specification, is hereby identified and acknowledged as forming a part of the contract documents.	
Dated <u>9-23-05</u>	<u>Schedule B-1</u>
<u>The Uniland Partnership of Delaware, L.P.</u> Lessor/Landlord	By <u>RMD</u>
<u>Charette, LLC</u> Lessee/Tenant	By <u>RJ</u>

SCHEDULE "C"

Tenant shall, on its own stationery, provide to Landlord upon acceptance or possession of the premises, the following:

"To Whom It May Concern"

On _____, 2005, THE UNILAND PARTNERSHIP
OF DELAWARE L.P. entered into a Lease Agreement (Lease No. 6197), with CHARRETTE
LLC, for approximately 2,099 square feet of _____ space located at the
Tonawanda Commerce Centre, 2205 Kenmore Avenue, Suite 106, Tonawanda, New York
14207. On the _____ day of _____, 2005, Landlord and Tenant
accepted possession of premises.

It is agreed by the parties that the Lease Commencement Date is _____, 2005
and the Lease Termination Date is _____."

PARRINO, COOPER & DOBSON

SCHEDULE "D"

TENANT ESTOPPEL LETTER

Gentlemen:

The undersigned, a Tenant under a Lease dated _____ (the "Lease") between the undersigned and THE UNILAND PARTNERSHIP OF DELAWARE L.P. (Landlord) for space comprising 2,099 square feet ("Leased Premises") in the Building located at the Tonawanda Commerce Centre, 2205 Kenmore Avenue, Suite 106, Tonawanda, New York 14207, (the "Property"), understands that the Landlord is about to mortgage the property to _____

_____ in connection with which the Landlord's interest in the Lease may be collaterally assigned to the mortgagee.

The undersigned provides the following information to the best of its knowledge with respect to the Lease:

- (a) The undersigned has accepted possession of the Leased Premises and has commenced paying rent under the Lease.
- (b) The remaining term of the Lease, including any option or renewal term, is _____, expiring on _____.
- (c) The annual base rent being paid is \$ _____.
- (d) The amount of any advanced rent held by Landlord or any other party is _____.
- (e) The date through which rent has been paid is _____.
- (f) There are no outstanding defaults, notices of default, claims or offsets arising out of its leasehold (or if any, detail same).
- (g) The Lease has not been modified or amended as of this date.
- (h) The undersigned has not received notice of any prior assignment of the Landlord's interest under the Lease.

CHARRETTE LLC

Dated: _____

SCHEDULE "E"

ENVIRONMENTAL CONDITIONS QUESTIONNAIRE

FOR CALENDAR YEAR _____

TENANT: _____

PROPERTY ADDRESS: _____ **SUITE NO.** _____

TYPE OF BUSINESS: _____

DESCRIPTION OF CURRENT USE: _____

1. Has your company received or applied for permits for the following activities on the Leased Premises:

- A. Air Emission sources
Yes _____ No _____
- B. Water discharge (SPDES) (NPDES)
Yes _____ No _____
- C. Storage or disposal of industrial, hazardous, medical or other wastes
Yes _____ No _____
- D. Hauling or transporting of waste materials
Yes _____ No _____
- E. Above or below ground storage tanks
Yes _____ No _____
- F. Storage or handling of hazardous, flammable, explosive materials
Yes _____ No _____

If yes, copies of permits and related material must be submitted with this report.

- 2. Has your company received any present or previous violation notifications against the permits detailed in question No. 1?
Yes _____ No _____
- 3. Has your company installed or caused to be installed any above or underground storage tanks on or about the Leased Premises?
Yes _____ No _____
- 4. Does any electrical equipment, transformer, or capacitor, which your company has installed or caused to be installed, used, or stored on the Leased Premises, contain polychlorinated biphenols (PCB's)?
Yes _____ No _____
- 5. Has your company received notification concerning the unauthorized presence of hazardous or medical wastes on the Leased Premises?
Yes _____ No _____
- 6. Has your company agreed to any directive or order requiring compliance with any environmental law or regulation on the Leased Premises?
Yes _____ No _____

PARRINO, COOPER & DOBSON

7. Has the Leased Premises ever been used for the disposal or storage of any type of hazardous or medical waste, solid, liquid or gas?
Yes _____ No _____
8. Will any wastes currently generated at the Leased Premises not be accepted by a municipal sewage disposal system, off-site solid waste energy recovery facility, or sanitary landfill?
Yes _____ No _____
9. Have there been any current or previous environmental, hazardous or medical waste inspections or investigations conducted on the Leased Premises by any governmental or regulatory body?
Yes _____ No _____
10. Have you noticed any liquids, discolorations, or suspect odors infiltrating the Leased Premises from adjacent premises or areas?
Yes _____ No _____
11. Have you notice any visual signs of waste, chemical or other types of storage on adjacent premises or properties?
Yes _____ No _____
12. If any questions are answered with a "Yes", please provide any pertinent information below. If additional explanation is necessary or related documents are to be provided please submit them with the completed questionnaires.

Company: _____

Signature: _____ Date: _____

Name (Printed): _____

Title: _____

SCHEDULE "F"

UNILAND REAL ESTATE CORPORATION UPDATED: July 24, 2004

RULES AND REGULATIONS

All references to Tenant include Tenant's employees, agents, visitors, contractors, subcontractors, and invitees.

Signage

Tenant is permitted to have identification signs conforming to the Building standard only. No signs, lettering, or banners shall be affixed by Tenant to any part of the exterior of the Demised Premises (including, but not limited to, the entrance door and glass sidelight) or any part of the interior of the Demised Premises that is visible to the exterior of the Building and/or Common Area without Landlord approval.

Window Coverings

Other than the Building's specified standards, window coverings visible to the exterior may not be installed.

Windows

Except for the "Window Coverings" described above, the windows in the Demised Premises shall not be covered or obstructed. Tenant should refrain from placing articles on window sills.

Lighting

Promotional or spot lighting, flashing lights, strobe lights, and/or neon lighting visible to the exterior of the Demised Premises or Building is prohibited, unless approved by Landlord.

Security

Tenant agrees to cooperate with Landlord's reasonable request should it become necessary to provide security personnel and impose reasonable rules and regulations to ensure security of the Complex and the Building.

When using the Building after normal business hours or on week-ends, Tenant will not compromise the security of the Building, including but not limited to the blocking of doors or defaulting of automatic locking devices.

Fire

In the event of a fire emergency, everyone should follow conventional fire safety practices and leave the Building in an orderly fashion. After leaving the structure for a safe location, notify authorities first and then Landlord.

Noise

Tenant shall not make or permit any disturbing noise and/or vibrations so as to interfere with other Tenants of the Building. All Tenants of the Building shall operate their respective businesses in such a manner as to ensure quiet enjoyment of all users of the Building and the Complex.

Public Gatherings

Tenant will not use the Complex or Common Areas of the Building for promotions of any kind without Landlord's permission.

Solicitation/Distribution

Solicitation, peddling, distribution, canvassing, advertising or distributing other promotional materials within the Building or the Complex is prohibited.

Garbage and Trash Removal

All garbage and trash must be removed on a daily basis and never be placed in a Common Area.

Common Areas

Interior and Exterior Common Areas are intended for the quiet enjoyment of all tenants. Sidewalks, entrances, passages, vestibules, stairways, corridors and other Common Areas of the Building shall not be obstructed by the Tenant or used by the Tenant for any reason other than the intended use. Considerate and professional behavior by Tenants is required at all times. Use of Common Areas as a storage space is strictly prohibited.

Move In/Move Out

All moving of furniture and/or equipment, files, etc., from or to the Demised Premises shall be coordinated with Landlord. During moves, all finished flooring shall be protected with a hard surface material throughout the entire area of the move, including Common Area carpets and flooring and all carpets and flooring within the Demised Premises. Door openings, walls, and elevators must also be protected.

Loading Zones

All loading zones must be kept free and clear of obstructions, pallets, and/or other debris. Loading zones may not be used for employee or visitor parking.

Deliveries

All deliveries must be made to designated loading areas. Tenant shall be responsible to inform all companies making deliveries of the proper delivery procedures. Specific details regarding timing, use of wall, floor, and elevator protection, and designation of entrances and exits to be used must be arranged in advance. Any hand trucks or similar delivery and moving apparatus must be properly equipped to safeguard against damage to the Demised Premises, Building and/or the Complex.

Driving Practices

All users of the Complex and Building shall comply with traffic signage. Caution is to be used with maximum speeds not to exceed 10 miles per hour or other posted limit.

Parking

All parking areas in or about the Building shall be subject to the exclusive control and management of Landlord. Tenants, their employees, agents, visitors, contractors, subcontractors, and invitees shall park only in areas designated by Landlord from time to time.

Tenants shall respect restricted or assigned areas delineated with signage. Parking in handicap spaces is prohibited unless done so with the proper permit. Parking in fire lanes, roadway areas, entrances, restricted areas, or any area other than specified parking areas is strictly prohibited and subject to possible ticketing and towing at the vehicles owner's expense.

Designated visitor parking is intended for the sole use and benefit of all Tenant visitors expected to be in the Building for periods not exceeding two (2) hours. All employees

and long term visitors are to use the general parking areas. Vehicles that are in violation of visitor parking rules may be ticketed and may be towed at owner's expense.

Tenant Contractors

Access to the roof or Building mechanical rooms without prior consent of the Landlord is prohibited. All contractors granted access to these areas must take the necessary safety precautions and adhere to all accepted industry standards. The Landlord retains the right to monitor and/or supervise any work that is being performed on its Properties/Buildings.

Smoking

In accordance with the applicable local, state, federal and other municipal ordinances and Landlord-established regulations, there shall be no smoking in any Common Area. Smoking outside the Building will be allowed only in designated areas.

General Rules-of-Thumb

No animals, except service animals such as seeing eye guides, , are allowed in any Demised Premises, Building, Common Areas, or on Complex grounds.

The use of alcohol on the exterior grounds is prohibited.

Landlord may modify these Rules and Regulations periodically to better ensure the safety and care of buildings.

PARRINO, COOPER & DOBSON

Michalak & Dobson

Attorneys at Law

Arthur F. Dobson, Jr.
adobson@manddlegal.com

April 5, 2011

Sheridan Meadows Corporate Park
6225 Sheridan Drive Suite 100
Williamsville, New York 14221
Tel: 716.633.1500 Fax: 716.633.4806
www.michalak-dobson.com

United States Bankruptcy Court
Attn: Claims
824 Market Street, 3rd Floor
Wilmington, DE 19801

Re: HMP Services Holdings Sub III, LLC, et al
Case Number: 10-13618 (BLS)

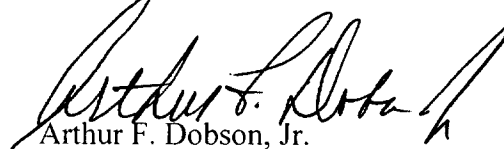
Dear Sir/Madam:

Enclosed herein please find original and one copy of Proof of Claim with regard to the above matter. Kindly file-stamp the copy and return to the undersigned in the enclosed self-addressed, stamped envelope.

Thank you for your courtesy and cooperation.

Very truly yours,

MICHALAK & DOBSON



Arthur F. Dobson, Jr.

AFD/js

Enclosures

cc. John Greene

The Uniland Development Company, L.P. (w/enclosure)

