EXHIBIT E

470 PEARL STREET, LLC

Operating Agreement

This **Operating Agreement** (the "Agreement") of 470 PEARL STREET, LLC ("470 Pearl") is entered into January 28, 2005 by and among UNIVEST I Corp. and Buffalo Development Corporation as members (collectively, the "Members").

Recitals

470 Pearl was formed as a limited liability company pursuant to the New York Limited Liability Company Law, as it may be amended from time to time, or any successor statute (the "Limited Liability Company Law");

The Members desire to establish in this Operating Agreement their respective rights and obligations in connection with forming the limited liability company;

470 Pearl was formed for the purpose of purchasing and acquiring, pursuant to a Purchase and Sale Agreement (the "Contract of Sale"), by and between Manufacturers and Traders Trust Company, a New York banking corporation, and 470 Pearl, a 43,990 square foot site located at 470 Pearl Street, Buffalo, New York (the "Property");

470 Pearl will operate the Property initially as a parking lot with future plans for structured parking and a mixed use development as required by the Land Development Agreement (the "Project"); and

In consideration of the mutual covenants and provisions contained in this Agreement, the parties agree as follows:

Article I
Definitions

Section 1.01 Definitions.

For purposes of this Agreement, the following terms have the following meanings:

"Additional Capital Contribution" has the meaning specified in Section 4.02 of this Agreement.

"Additional Capital Notice" has the meaning specified in Section 4.02 of this Agreement.

"Affiliate" of a subject Person means a Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with the subject Person.

"Agreement" means this Operating Agreement, as amended, restated or supplemented.

"Annual Operating Budget" means, for each year, a budget reflecting (among other things), anticipated expenditures of 470 Pearl's cash flow and funds received under financing sources (if any) for the items or uses specified in such budget, to the extent adopted by 470 Pearl in accordance with Section 6.02(a) of this Agreement (or Section 6.11, as the case may be); under it each Annual Operating Budget (and 470 Pearl's expenditures of cash thereunder) is subject to change, without the approval of the Members, within the Permitted Variance.

"Articles of Organization" means the Articles of Organization of 470 Pearl filed December 27, 2004 with the Secretary of State of the State of New York pursuant to the Limited Liability Company Law, as such Articles of Organization may be amended or restated from time to time.

"Bankruptcy" of a Member means (a) the Member's filing of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of his or her debts under Title 11 of the United States Code (or corresponding provisions of future laws) or any other federal or state insolvency law, or a Member's filing an answer consenting to or acquiescing in any such petition, (b) the Members making of any assignment for the benefit of his creditors or the member's admission in writing of his or her inability to pay his or her debts as they mature, or (c) the expiration of 60 days after the filing of an involuntary petition under Title 11 of the United States Code (or corresponding provisions of future laws), seeking an application for the appointment of a receiver for the Member's assets, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of his or her debts under any other federal or state insolvency law, provided that the petition or application has not been vacated, set aside or stayed within the 60-day period.

"Business Day" means Monday through Friday of each week, except that a legal holiday recognized by the government of the United States or the State of New York will not be regarded as a Business Day.

"Calculation Period" during a Company Year means the period from the first day of the Company Year to the last day of a Company Year; provided, however, that if one or more capital contributions pursuant to Section 4.02(b) or distributions are made in a Company Year, the Company Year will be divided into multiple Calculation Periods each ending on the day of a capital contribution pursuant to Section 4.02(b) or a distribution or the last day of the Company Year.

"Capital Account" means each capital account maintained for a Member pursuant to Section 4.03 of this Agreement.

"Capital Interest" means a Member's respective share of the excess of (A) the aggregate capital contributions of the Members pursuant to Sections 4.01 and 4.02(b), over (B) the distributions to the Members pursuant to Section 5.01(b)).

"Capital Percentage" initially for each Member will be a percentage based on the fraction in which the numerator is the amount of capital contributed by each Member pursuant to Section 4.01 and the denominator is the total amount contributed by all Members pursuant to Section 4.01, as these percentages may be adjusted pursuant to Section 4.02.

"Certified Public Accountant" has the meaning specified in Section 8.01 of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended or any successor statute.

"Company Year" means 470 Pearl's taxable year as determined pursuant to Section 8.01 of this Agreement.

"Construction Management Agreement" shall mean an agreement to manage the eventual construction of the project as referred to in section 6.08.

"Contract of Sale" has the meaning specified in the Recitals to this Agreement.

"Control", "Controls" or "Controlled" means the possession, direct or indirect, of the power to direct or cause the direction of a person's management and policies, whether through the ownership of voting securities, through contract, or otherwise.

"Courier" has the meaning specified in Section 14.01 of this Agreement.

"Damages" has the meaning specified in Section 6.09(a) of this Agreement.

"Indemnitee" has the meaning specified in Section 6.09(a) of this Agreement.

"Initial Capital" means, for any Member, the capital contributed by the Member as of the date of this Agreement.

"Land Development Agreement" shall mean that agreement entered into between 470 Pearl Street, LLC (formerly referred to as Buffalo-Uniland Development Venture, LLC) and Manufactures and Traders Trust Company dated November 30th 2004.

"Majority in Interest" shall mean the Member or Members who own at least 51% of the Membership Interests of 470 Pearl.

"Management Agreement" shall mean an agreement pursuant to which the property will be managed for the benefit of 470 Pearl.

"Manager" shall mean Buffalo Development Corporation.

"Member" means each of the Persons listed from time to time on Schedule I of this Agreement, and any additional Person who is admitted to 470 Pearl as a Member in accordance with this Agreement; and "Members" means two or more such Persons.

"Membership Interest" means a Member's aggregate rights in 470 Pearl, including, without limitation, the Member's share of 470 Pearl's profits and losses, the right to receive distributions from 470 Pearl and the right to vote and participate in 470 Pearl's management.

"Offered Interest" has the meaning specified in Section 9.01(a) of this Agreement.

"Parking Lease" means a lease between 470 Pearl and Skydeck Corporation related to parking located at 470 Pearl Street.

"Permitted Variance" means, with respect to any Annual Operating Budget adopted by 470 Pearl in accordance with Section 6.02(a) of this Agreement (or Section 6.11, as the case may be), an allowed variance of five percent (5.0%) per line item, but not more than a $3,000.00 variance for any one line item, and subject to an overall variance of three percent (3.0%) of the aggregate Annual Operating Budget amount. "Person" means an individual or a corporation, partnership, trust, unincorporated organization, association, limited liability company or other entity.

"Prime Rate" means the rate per annum published from time to time by the Wall Street Journal as the prime rate.

"Project" means the acquisition, operation and development of the Property.

"Property" means a 43,990 square foot site located at 470 Pearl Street, Buffalo, New York as further defined in the "Contract of Sale".

"Securities Act" means the Securities Act of 1933, as amended.

"Transfer" means any sale, assignment, exchange, gift, or other disposition of any kind, voluntary or involuntary, but excluding the creation or existence of any liens, whether direct or indirect, voluntary or involuntary.

"Unreturned Capital" means the excess of the sum of (a) the Members' Initial Capital and (b) the capital contributed by the Members pursuant to Section 4.02(b) minus the aggregate distributions received by the Members pursuant to Section 5.01(b) in all prior Company Years.

Article II
Organizational and Other Matters

Section 2.01 Formation; Admission.

470 Pearl was formed as a limited liability company under the provisions of the Limited Liability Company Law by the filing on December 27, 2004 of the Articles of Organization with the Secretary of State of the State of New York. Each of the Members listed on Schedule I of this Agreement has been admitted to 470 Pearl as a Member. The rights and liabilities of the Members are as provided in the Limited Liability Company Law, except as is otherwise expressly provided in this Agreement.

Section 2.02 Name.

The name of 470 Pearl is, and the business of 470 Pearl will be conducted under the name of, 470 Pearl Street, LLC. On the prior written consent or vote of a Majority in Interest of the Members, (a) 470 Pearl's business may be conducted under any other name or names, and (b) the name of 470 Pearl Street, LLC may be changed at any time.

Section 2.03 Office.

An office in New York of 470 Pearl will be at 294 Franklin Street, Buffalo, New York, or another place in the State of New York as the Manager may determine. 470 Pearl may maintain offices at other places, as the Manager deems advisable.

Section 2.04 Term.

470 Pearl commences on the date of the filing of the Articles of Organization, and the term of 470 Pearl continues until the dissolution of 470 Pearl in accordance with the provisions of Article XII of this Agreement or as otherwise provided by law.

Section 2.05 Power of Attorney.

(a) Each Member irrevocably appoints and empowers the Manager (and any successor as provided elsewhere in this Agreement), as his or her true and lawful agent and attorney-in-fact, with full power and authority in his or her name, place and stead, to make, execute, acknowledge, publish and file in the appropriate public offices (A) any duly approved amendments to this Agreement or to the Articles of Organization pursuant to the Limited Liability Company Law and to the laws of any state in which the documents are required to be filed; (B) any certificate,

instrument or document as may be required by, or may be appropriate under, the laws of any state or other jurisdiction in which 470 Pearl is doing or intends to do business; (C) any other instrument that may be required to be filed by 470 Pearl under the laws of any state or by any governmental agency; and (D) any document which may be required to effect 470 Pearl's continuation, the admission, withdrawal or substitution of any Member pursuant to Article IX, X or XI of this Agreement, and 470 Pearl's dissolution and termination pursuant to the terms of this Agreement.

(b) The foregoing grant of authority, to the fullest extent permitted under applicable law, subject to the limitations set forth in this Agreement, (i) is an irrevocable special power of attorney, coupled with an interest, and will survive and not be affected by the subsequent death, incompetence, disability, dissolution, bankruptcy or termination of any Member and extends to the Member's heirs, successors, assigns and personal representatives; (ii) may be exercised by the Manager for each and every Member acting as attorney-in-fact for each and every Member; and (iii) survives any Member's sale of all or any portion of his or her Membership Interest and is fully binding on the transferee; except that the power of attorney survives such sale with respect to the transferor Member for the sole purpose of enabling the Manager to execute, acknowledge and file any instrument necessary to effect the admission of the transferee as a Member.

Section 2.06 Representations and Warranties.

Each Member severally represents and warrants to each other Member and to 470 Pearl that, as of the date of this Agreement, it is acquiring its interest in 470 Pearl for its own account for investment and not with a view to the distribution of it or with any present intention of distributing the interest, in each case in violation of applicable securities laws. Each Member severally acknowledges that interests in 470 Pearl will not be registered under the Securities Act, or under any applicable state securities or "blue sky" laws, and may be sold only in accordance with the provisions of this Agreement and the registration provisions of any applicable state securities or "blue sky" law or pursuant to an exemption from the registration provisions, and that 470 Pearl does not presently intend to, and will not be obligated to, register interests in 470 Pearl.

Article III
Purpose and Powers

Section 3.01 Purpose of 470 Pearl.

470 Pearl's purpose and business is to acquire, improve, own, lease, manage, sell, dispose of and otherwise realize on the value of the Property and to engage in all transactions reasonably necessary or incidental to the foregoing.

Section 3.02 Powers of 470 Pearl.

470 Pearl has the power to do any and all acts reasonably necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes and business described in this Agreement and for 470 Pearl's protection and benefit, and has, without limitation, any and all of the powers that may be exercised on 470 Pearl's behalf by the Manager pursuant to this Agreement, including Article VI of this Agreement.

Article IV
Capital Contributions

Section 4.01 Current Capital Contributions.

The Members have contributed in cash to 470 Pearl the amount of Initial Capital set forth opposite their respective names on Schedule II of this Agreement.

Section 4.02 Additional Capital Contributions.

(a) At any time the Manager determines that 470 Pearl requires funds for 470 Pearl operations, Manager will request that the Members contribute to the capital of 470 Pearl, in cash or immediately available funds, amounts as Manager may direct on no less than fifteen (15) business days prior notice to the Members (each an "Additional Capital Contribution"). The notice (the "Additional Capital Notice") must specify the amount of the Additional Capital Contribution, the day on which the Additional Capital Contribution is to be paid, the procedure for payment and the use for which 470 Pearl will apply the Additional Capital Contribution, together with any supporting documentation as may be reasonably requested by a Member.

(b) Within five days after receipt of an Additional Capital Notice, each Member must notify the Manager whether he or she intends to contribute his respective share of the Additional Capital Contribution referred to in the notice. If one or more Members will not be contributing his, her or their respective share or shares of the Additional Capital Contribution, then contributing Members may elect to contribute their respective share of the amount of the shortfall in the Additional Capital Contribution as a loan to 470 Pearl until the time as the noncontributing Members have agreed to contribute the full amount of the Additional Capital Contribution. The percentage of interest due on said loan will be 5% over the prevailing Prime Rate of interest. If the defaulting Member is the Manager, then the duties and responsibilities of the Manager will transfer to the other Member until such time that the defaulting Member provides the Additional Capital Contribution.

Section 4.03 Capital Accounts.

470 Pearl will maintain a separate Capital Account for each Member. The term "Capital Account" means as to any Member the amount of the Initial Capital of the Member in 470 Pearl, that shall be (i) increased by Additional Capital Contributions made by the Member in accordance with Section 4.02 of this Agreement, and income and gain allocated to the Member pursuant to Section 5.01(c), and (ii) decreased by distributions to the Member pursuant to Sections 5.01(b) and 12.02 and losses and deductions allocated to the Member pursuant to Section 5.01(c). The fair market value of any property contributed to 470 Pearl by a Member or distributed to a Member by 470 Pearl will be credited or debited to the Member's Capital Account as the case may be.

Section 4.04 Interest.

Except as otherwise expressly provided in this Agreement, no interest will be paid by 470 Pearl on capital contributions, balances in Member's Capital Accounts or any other funds contributed to 470 Pearl or distributed or distributable by 470 Pearl under this Agreement.

Section 4.05 Withdrawal.

Except as provided in Section 12.02 of this Agreement, no Member has the right to withdraw any portion of the Member's Capital Account without the consent of all the other Members. In accordance with the Limited Liability Company Law, a Member may, under certain circumstances, be required to return to 470 Pearl, for the benefit of 470 Pearl or 470 Pearl's creditors, amounts previously wrongfully distributed to the Member.

Article V
Allocations and Distributions

Section 5.01 Allocations and Distributions.

(a) Each decision as to the form and amount of distributions will be made by the Manager. Distributions may be made to the Members from 470 Pearl funds available after the payment of (or provision for) any affiliate debt pursuant to Sections 4.02(b) and 6.08 of this Agreement and all other 470 Pearl expenses due and payable during the period with respect to which the distribution is being made. Distributions, if any, will be made quarterly.

(b) The income, deductions, gains, losses and credits of 470 Pearl for a Company Year will be allocated among the Persons who were Members during the Company Year in a manner that is equitable, practicable and consistent with the Code and the regulations under it and other applicable law, taking into account the capital contributions of the Members, the requirements of this Agreement with respect to distributions, any distributions made to the Members, and the difference between income for tax purposes and profitability for 470 Pearl purposes (for example, unrealized gains and losses being included in the latter but not in the former); provided, however, that no allocation may discriminate against any Member or contravene the provisions of this Agreement.

(c) If the fair market value of any 470 Pearl asset is to be determined for the purpose of making distributions or allocations pursuant to this Agreement or for any other purpose, the determination will be made by the Manager and affirmed by a Majority in Interest of the Members.

Section 5.02 Return of Contribution.

Except as required by the Limited Liability Company Law, no Member is guaranteed the return of his or her capital contributions, or any portion of them, or is personally liable for the return of any additions to the Capital Accounts of the other Members, or any portion of them. Any return of capital as may be made at any time, or from time to time, will be made solely from the company assets, and only in accordance with the terms of this Agreement.

Article VI
Management and Operation of Business

Section 6.01 Management.

(a) Company management is vested in Buffalo Development Corporation (hereinafter the "Manager"). Pursuant to Section 408 of the Limited Liability Company Law, no formal meeting or written consent of the Manager is required to make decisions or to take actions on 470 Pearl's behalf.

(b) It is agreed and understood that Manager may retain the services of a professional parking company to manage the day-to-day operations of the property until such time as the development phase has been entered. The parking company shall operate the lot in accordance with prudent business standards in an effort to maximize profits while maintaining appropriate market share and complying with the terms and conditions of the Land Development Agreement and Contract of Sale regarding parking rates.

(c) The Manager may also propose a lease of the Property at a fixed rate during the development phase. Such lease will require approval of all Members pursuant to Section 6.02.

Section 6.02 Events Requiring the Vote, Consent or Approval of the Members.

Any Member has the right, without the consent or approval of any other Member or Members, to cause 470 Pearl to terminate a certain Parking Lease entered into between 470 Pearl and Skydeck Corporation pursuant to the termination provisions of said lease.

The Manager must, in addition to any other vote, consent or approval required by or under the Limited Liability Company Law, obtain the vote in favor of, consent to, or approval of a Majority in Interest of the Members before he may cause or permit 470 Pearl to take any action with respect to any events or matters set forth in the Management Agreement as requiring 470 Pearl's approval or any of the following events or matters:

(a) Cause or permit 470 Pearl to adopt or approve any Annual Operating Budget proposed by the Manager pursuant to Section 6.12;

(b) Cause or permit 470 Pearl to incur any indebtedness (including any contingent indebtedness by way of guarantee or otherwise) other than as contemplated in the applicable Annual Operating Budget, and as otherwise set forth in Section 4.02;

(c) Intentionally Omitted

(d) Intentionally Omitted

(e) Cause or permit 470 Pearl to enter into (i) any agreement or arrangement relating to the leasing of the Property, (ii) any agreement or arrangement relating to the management of the Property other than the Management Agreement and contracts with affiliates in accordance with Section 6.08, or (iii) any other agreement or arrangement relating to the management of any other 470 Pearl assets;

(f) Cause or permit 470 Pearl to grant any liens, pledges, mortgages, assignments, claims, security interests or other encumbrances of every kind, nature and description ("Liens") to any Person on or in respect to any 470 Pearl property;

(g) Cause or permit 470 Pearl to make any loans on behalf of or to any Person for any reason (including, without limitation, in connection with any space leases relating to the Property);

(h) Cause or permit 470 Pearl to (i) commence, prosecute, defend or settle any claim, action or proceeding of any nature by or against 470 Pearl, or (ii) confess a judgment against 470 Pearl;

(i) Cause or permit 470 Pearl to (i) employ and compensate any Person as a 470 Pearl employee, (ii) select or vary any accounting or depreciation methods for 470 Pearl or (iii) change 470 Pearl's taxable year from the taxable year as established in Section 8.01 of this Agreement;

(j) Cause or permit 470 Pearl to (i) purchase any insurance policies except as provided for in the subject Annual Operating Budget, (ii) make any determination as to the scope or terms of any insurance policies (including, without limitation, amounts, types and sources), (iii) amend, modify, revoke, cancel or supplement any insurance policies purchased in accordance with subclause (i) of this clause (j) or (iv) make any determination with respect to the use of any insurance proceeds if the proceeds are in excess of $10,000;

(k) Cause or permit 470 Pearl to sell or acquire, or enter into any agreement, arrangement or option to sell or acquire, any real or personal property or assets of any kind other than the purchase of the Property pursuant to the terms of the Contract of Sale or as contemplated in the subject Annual Operating Budget;

(l) Cause or permit 470 Pearl to engage in any business other than as described in Section 3.01 or otherwise change the nature of 470 Pearl's business as set forth in Section 3.01;

(m) Cause or permit 470 Pearl to (i) issue, sell or otherwise dispose of, or purchase, assign, redeem or otherwise acquire, any 470 Pearl interests, or permit any Member to do any of the foregoing with respect to all or any portion of or interest in its Membership Interest other than in accordance with Article IX hereof, (ii) grant any right (or the preemptive right) or any option to subscribe for or purchase, or enter into any agreement for the issuance (contingent or otherwise) of, or create any call, commitment, claim or other right of any character relating to any interests in 470 Pearl, or (iii) participate in, or cause or permit 470 Pearl to participate in, any initial public or private offering or secondary public offering of any 470 Pearl interests;

(n) Cause or permit 470 Pearl to (i) merge with, or consolidate into, another business entity, (ii) sell all, or substantially all, of its assets, (iii) reorganize or otherwise change 470 Pearl's organizational form into any other form of entity, (iv) file bankruptcy or an assignment for the benefit of creditors, or (v) liquidate, dissolve or wind up the affairs of 470 Pearl (except a dissolution effected pursuant to Section 12.01); or

(o) Cause or permit 470 Pearl to enter into any transaction with any 470 Pearl Affiliate or of any Member.

Section 6.03 Term of the Manager; Vacancies.

The Manager holds office until the earliest to occur of his or her resignation, removal for cause,

Section 6.08 Loans from Affiliates; Contracts With Affiliates.

Any Member, or any Affiliate of 470 Pearl or of any Member, may (but is not required to) lend funds to 470 Pearl or enter into an agreement with 470 Pearl to provide services to 470 Pearl in the ordinary course of business in connection with the operation of 470 Pearl business. Any loans or agreements (other than the Management Agreement) between 470 Pearl and any Member, or any Affiliate of 470 Pearl or of any Member (a) are subject to (i) any subsection of Section 6.02, and (ii) any subsection of Section 6.03, in either case, that may be applicable to the loan or agreement, and (b) must be on terms no less favorable than those that would obtain in ordinary arm's-length transactions with non-Affiliates unless approved by the Members. Any Member, or Affiliate of 470 Pearl or of any Member, who loans funds to 470 Pearl will be treated, in respect to the loan(s), as a Company creditor. The loans will be repaid when 470 Pearl has available funds for them, and the loans and interest (at rates to be agreed on by the lending Member and 470 Pearl) constitute obligations of 470 Pearl which shall be paid prior to any distributions to Members in accordance with Section 5.01 herein.

Notwithstanding the provisions of this section 6.08, 470 Pearl shall enter into a Construction Management Agreement with Uniland Construction Corporation to be the construction manager for the project. Uniland Construction Corporation will receive a fee of 5% for all work performed under the Construction Management Agreement. This fee includes the cost of the construction manager and internal overhead, but does not include the cost of any general conditions, on site superintendents, or personnel dedicated to the Project. The terms of the Construction Management Agreement other than as stated herein will be negotiated between Uniland Construction Corporation and 470 Pearl.

Any development fees generated by the project will be shared by the Members in the same proportion as their respective ownership interest in the Project

Section 6.09 Indemnification of the Members and Certain Other Persons.

(a) No Member or Manager is liable, in damages or otherwise, to 470 Pearl or any Member for any act or omission performed or omitted to be performed by him or her pursuant to the authority granted by this Agreement, unless the act or omission results from the Member's or Manager's own bad faith, fraud, gross negligence or willful or wanton misconduct. To the fullest extent permitted by law, 470 Pearl will indemnify and hold harmless each Member and Manager (an "Indemnitee"), from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, settlements, and other amounts ("Damages") arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which an Indemnitee may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to 470 Pearl business, regardless of whether an Indemnitee continues to be a Member or Manager or an officer, director, shareholder, member or partner of the Member or Manager at the time the liability or expense is paid or incurred, if (i) the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, 470 Pearl's interests, and, with respect to any criminal proceeding, had no reason to believe his or her conduct was unlawful, and (ii) the Indemnitee's conduct did not constitute bad faith, fraud, gross negligence, or willful or wanton misconduct. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere, or its equivalent, does not, in and of itself, create a presumption or otherwise constitute evidence that the Indemnitee acted in a manner contrary to that specified in (i) or (ii) above.

(b) Notwithstanding anything contained in this Section 6.09, 470 Pearl will not, pursuant to Section 420 of the Limited Liability Company Law, indemnify and hold harmless any Member, Manager or other Person if a judgment or other final adjudication adverse to the Member, Manager or other Person establishes (i) that the Member's Manager's or other Person's acts were committed in bad faith or resulted from active and deliberate dishonesty and were material to the cause of action adjudicated, or (ii) that the Member, Manager or other Person personally gained financial profit or other advantage to which he or she was not legally entitled.

(c) Indemnitee Expenses (including reasonable attorneys' fees and disbursements) incurred in defending any claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative, subject to Section 6.09 (a) will be paid by 470 Pearl in advance of the final disposition of the claim, demand, action, suit or proceeding on receipt of an undertaking by or on behalf of the Indemnitee to repay the amount if it is ultimately determined, by a court of competent jurisdiction from which no further appeal may be taken or the time for any appeal has lapsed (or otherwise, as the case may be) that the Indemnitee is not entitled to be indemnified by 470 Pearl as authorized under this Agreement.

(d) The indemnification provided by this Section 6.09 is in addition to any other rights to which each Indemnitee may be entitled under any agreement or vote of the Members, as a matter of law or otherwise, both (i) as to action in the Indemnitee's capacity as a Member, Manager or as an officer, director, shareholder, member or partner of a Member, Manager or of an Affiliate, and (ii) as to action in another capacity, and continues as to an Indemnitee who has ceased to serve in the capacity and inures to the benefit of the heirs, successors, assigns, administrators and personal representatives of the Indemnitee.

(e) 470 Pearl may purchase and maintain insurance on behalf of one or more Indemnitees and other Persons against any liability that may be asserted against, or expense that may be incurred by, any Person in connection with 470 Pearl's activities, whether or not 470 Pearl would have the power to indemnify the Person against the liability under the provisions of this Agreement.

(f) Any indemnification under this Agreement will be satisfied only out of Company assets, and the Members and the Manager are not subject to personal liability by reason of these indemnification provisions.

(g) An Indemnitee will not be denied indemnification in whole or in part under this Section 6.09 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 6.09 are for the benefit of each Indemnitee and his or her heirs, successors, assigns, administrators and personal representatives, and are not deemed to create any rights for the benefit of any other Persons.

Section 6.10 Other Matters Concerning the Members.

(a) Each Member or Manager (including the tax matters partner) may rely on and is protected in acting or refraining from acting on any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document that he or she reasonably believed genuine and to have been signed or presented by the proper party or parties.

(b) For purposes of this Agreement, each Member or Manager (including the tax matters partner) may consult with legal counsel, accountants, appraisers, management consultants, investment

bankers, other consultants and advisers that he or she selects, any one or more 470 Pearl agents or employees and any advice or opinion of any of these Person's as to matters that the Member reasonably believes to be within the Person's professional or expert competence, and any act or omission, if done or omitted to be done in reliance on any such advice or opinion, will be conclusively presumed to have been done or omitted to be done in good faith and not to constitute fraud, gross negligence or willful or wanton misconduct.

Section 6.11 Duties of the Members and Certain Other Persons.

To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and related liabilities to 470 Pearl or to the Members, any Member, Manager and any other Indemnitee acting in connection with 470 Pearl's business or affairs is not liable to 470 Pearl or to any other Member or Manager for his or her good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of an Indemnitee otherwise existing at law or in equity, are agreed by the Members to replace the Indemnitee's other duties and liabilities.

Section 6.12 Annual Operating Budgets.

(a) The initial Annual Operating Budget for the period from the date of this Agreement until the end of the first Company Year (the "Initial Annual Operating Budget") is attached to this Agreement as Exhibit A. Not less than 60 days before the beginning of each Company Year (commencing after the first Company Year), the Manager must cause to be prepared and delivered to each Member the proposed Annual Operating Budget for the upcoming Company Year (including an operating budget and a capital budget), that shall be subject to the vote, consent or approval of the Members pursuant to Section 6.02(a).

(b) In the event of the failure to obtain a Majority in Interest vote in favor of, consent or approval with respect to an Annual Operating Budget and until a new Annual Operating Budget is approved, 470 Pearl's business will be conducted substantially in accordance with the Annual Operating Budget (including the operating budget and capital budget) in effect for the immediately preceding Company Year, adjusted as follows:

(i) The amount contained in each line item of the operating budget and capital budget contained in the Annual Operating Budget in effect for the immediately preceding Company Year (except with respect to the line items enumerated in clause (ii) below) will be increased by an amount equal to the percentage increase, if any, in the Consumer Price Index, All Urban Consumers, U.S. City Average, all items (as determined by the United States Bureau of Labor Statistics) for the immediately preceding year (the "Base Year") as compared with the Consumer Price Index for the year immediately preceding the Base Year multiplied by the line item; and

(ii) The amount contained in each of the following line items of the operating budget and capital budget contained in the Annual Operating Budget in effect for the immediately preceding Company Year will be increased by that amount necessary to pay the increase (if any) imposed (pursuant to the terms of any agreement to which 470 Pearl is a party or by law or governmental agency) with respect to the upcoming Company Year in the line item amount:

(A) Interest and mandatory principal payments, if any, under the Financing Documents and any other outstanding indebtedness of 470 Pearl that was

incurred in accordance with Section 6.02(b);

(B) Real estate, water and sewer taxes; and

(C) Insurance premiums pursuant to insurance policies acquired in accordance with Section 6.02(j).

Article VII
Books, Records, Accounting and Other Information

Section 7.01 Records and Accounting.

470 Pearl must keep or cause to be kept appropriate books and records in accordance with the Limited Liability Company Law with respect to 470 Pearl's business, that must at all times be kept at the principal office of 470 Pearl or other location that the Members determine.

Section 7.02 Other Information.

For any purpose reasonably related to his or her Membership Interest, each Member and his or her representatives will have free access during normal business hours to discuss 470 Pearl operations and business with 470 Pearl employees or agents, and to inspect, audit or make copies of all books, records and other information relative to 470 Pearl operations and business at their own expense; provided, however, that each Member must preserve the confidentiality of such information.

Article VIII
Tax Matters

Section 8.01 Preparation of Tax Returns.

470 Pearl must arrange for the preparation and timely filing by a public accounting firm (the "Certified Public Accountant"), selected by the Manager of all returns of Company income, gains, deductions, losses and other items necessary for federal, state and local income tax purposes and must use all reasonable efforts to furnish to the Members within 90 days of the close of the taxable year the tax information reasonably required for federal, state and local income tax reporting purposes; provided, however, that (i) the Members will make all decisions with respect to the preparation of 470 Pearl returns, (ii) no Company returns will be filed without prior approval of a Majority-in-Interest of Members. The classification, realization and recognition of income, gain, losses and deductions and other items will be on the cash or accrual method of accounting for federal income tax purposes, as the Members determine, in accordance with applicable law. 470 Pearl's taxable year is the calendar year unless another year is required by the Code.

Section 8.02 Tax Elections.

The Members will determine whether to make any available election.

Section 8.03 Tax Controversies.

To the extent permitted by law, the Members jointly are designated as the "tax matters partner" (as defined in Code Section 6231 of the Code).

Section 8.04 Withholding.

Each Member authorizes 470 Pearl to withhold and pay over any taxes payable by 470 Pearl or any of his or her Affiliates as a result of the Member's participation in 470 Pearl. If and to the extent that 470 Pearl is required to withhold any taxes, each Member agrees that he or she will pay to 470 Pearl, on demand, an amount of money that will enable 470 Pearl to discharge his or her withholding obligations. Payment of the amounts must be made to 470 Pearl no later than 10 days prior to the date on which 470 Pearl is required by law to remit the withholding. If a Member fails to pay to 470 Pearl the amount described in the preceding sentence, the amount will bear interest at an annual rate equal to the lesser of (i) the Prime Rate plus 5 percent, and (ii) the maximum rate permitted by law, and 470 Pearl will be entitled to set off the amount, plus all accrued interest thereon, against any future distributions to the Member pursuant to Article V or XII. Each Member agrees, to the fullest extent permitted by law, to indemnify each other Member, his or her Affiliates and their respective officers, directors, shareholders and partners from any liability arising out of any failure to withhold in respect of any federal, state or local tax to the extent the withholding obligation is attributable to the Member.

Article IX
Transfers of Membership Interests

Section 9.01 Reciprocal Purchase Obligation.

(a) In the event that the Members do not unanimously agree on all issues relating to the operation and development of the Property (the "Decision"), the Member or Members seeking agreement on the Decision (the "Sponsoring Member") shall request in writing that the dissenting member or members (the "Dissenting Member"), agree to the decision within thirty (30) days after the Dissenting Member receives the request. If the Dissenting Member rejects the request within thirty (30) days after receipt of the request, or fails to respond within thirty (30) days of receipt of the request a deadlock shall be deemed to exist.

If a deadlock occurs, the Sponsoring Member must within ten (10) days:

(i) Withdraw the request for consent to the Decision, or

(ii) Be obligated to sell to the Dissenting Member, at the Dissenting Member's sole discretion, the Membership Interest of the Sponsoring Member at a price equal to the Sponsoring Member's cost into the Project plus an annual rate of return of 8% (the "Purchase Price"). The Sponsoring Member shall be obligated to sell its Membership Interest to the Dissenting Member for the Purchase Price.

(iii) In the event that the Dissenting Member chooses not to purchase the Sponsoring Member's Membership Interest, then the Sponsoring Member shall purchase the Dissenting Member's Membership Interest at a price equal to the Dissenting Member's cost into the Project plus an annual rate of return of 8% (the "Purchase Price"). The Dissenting Member shall be obligated to sell its Membership Interest to the Sponsor Member for the Purchase Price.

(b) If the Sponsoring Member fails to complete the purchase of the Dissenting Member's Membership Interest in an amount equal to the Purchase Price within sixty (60) days after the Dissenting Member states their choice not to purchase the Sponsor Member's membership interest, the Dissenting Member may purchase the Sponsoring Member's Membership Interest at a price equal to the Sponsoring Member's cost into the Project. If the Dissenting Member fails to exercise its right to purchase the Sponsoring Member's Membership Interest in accordance with the foregoing, the

Decision with respect to which a deadlock has been deemed to exist will be deemed to be resolved in favor of the Dissenting Member.

(c) Unless the parties otherwise agree, any sale pursuant to section 9.01 shall take place within 120 days after the Sponsor or Dissenting Member shall notify the other that they will be exercising a right to purchase pursuant to this Section 9.01. The purchaser shall pay the purchase price to the seller in wired federal funds or cashier's or certified bank checks drawn on or by any national bank located in New York. The purchaser shall execute and deliver to the seller a document (in form and substance reasonably satisfactory to the seller) indemnifying the seller from and against any and all personal liabilities and obligations with respect to the debt of the Company. The purchaser and seller shall cause any loans made by the seller to the Company, or by the Company to the seller, together with interest accrued thereon, to be repaid. On due performance by the purchaser, the seller shall execute and deliver all deeds, assignments, and other instruments as may be reasonably required to vest in the purchaser or in the purchaser's nominee or assignee, the seller's entire Membership Interest, free and clear of all liens and encumbrances.

(d) Except as expressly set forth herein, no sale pursuant to this Section 9.01 shall relieve the Seller or Purchaser from any duty or obligation owed to the Company or the other Members which accrued prior to the date of the sale or shall constitute a waiver or release of claims with respect thereto.

Section 9.02 Right of First Refusal.

(a) Any Member who (i) wishes to Transfer all of his or her Membership Interest ("Selling Member")other than pursuant to a Transfer of the rights permitted under Section 9.03 (the "Offered Interest"), and (ii) who has received from a third party or another Member a bona fide written offer (which the Selling Member desires to accept) to purchase the Offered Interest, signed by the offeror, and stating the price and relevant terms and conditions of sale, must give notice of the offer (the "Notice") to 470 Pearl and to the other Members, granting each of them a right of first refusal.

(b) The Notice must state the name of the proposed transferee and all other relevant details of the transaction including without limitation, the price, the terms of payment and information relating to the financial condition of the proposed transferee.

(c) Each other Member has the right, for a 30-day period to accept the offer. A purchasing Member must notify in writing the Selling Member of his or her acceptance within the 30-day period. In the event that there is more than one Member interested in purchasing the Offered Interest, they shall have the right to purchase their pro-rata share of the Offered Interest based upon the relative percentage interest of those Members exercising their right to purchase under this Section 9.02.

(d) If the Offered Interest is not purchased by the other Members by the expiration of the time periods set forth in this Section 9.02, including any extensions, then the Selling Member may sell the Offered Interest to the person or entity identified in the Notice at the price and on the terms and conditions contained in the Notice.

(e) If the Selling Member does not complete and close the sale of the Offered Interest to the person or entity identified in the Notice within 60 days from first being permitted to do so under these provisions, the Selling Member may not sell the Offered Interest without first repeating the foregoing provisions of this Section 9.02, unless he or she obtains every other Members' written consent.

(f) All sales of Offered Interests pursuant to the provisions of this Section 9.02 must be completed and closed no later than 60 days from the date on which a Member accepts the offer to buy the Offered Interest.

(g) Offers and acceptances with regard to the purchase and sale of Membership Interests as provided for in this Agreement are irrevocable once given.

Section 9.03 Permitted Transfers.

Notwithstanding anything to the contrary contained in Section 9.02, any individual Member may make a transfer of the economic rights attributable to his or her Membership Interest to his or her spouse, issue, sibling, parent or other members of his or her immediate family, or to a trust for the benefit of these person(s), if the Member first obtains and delivers to 470 Pearl an opinion of counsel acceptable to 470 Pearl that the transfer will be exempt from registration under the Securities Act. Nothing contained in this Agreement will be construed to prevent a Member's heirs or legatees from acquiring the economic rights of a deceased Member's Membership Interest pursuant to the Member's will or by operation of law.

Section 9.04 Compliance With This Agreement and Applicable Securities Laws.

To the fullest extent permitted by law, any Transfer of, or creation or existence of a lien on, whether voluntary or involuntary, or by operation of law, any Membership Interest or portion of it (or any beneficial interest in it), that affects record or beneficial ownership in or possession of any Membership Interest or portion of it, in violation of any of the provisions of this Article IX is null and void, and the purported transferee shall not be entitled to (a) receive any distributions or profits in respect to the Membership Interest, (b) participate in any solicitation for, or otherwise participate in any vote, consent or approval with respect to any event set forth or referred to in this Agreement requiring any Member's vote, consent or approval of any, or (c) become a substitute or additional Company Member. Any Transfer of or creation or existence of a lien on any Membership Interest or portion of it (or any beneficial interest in it) that is otherwise in accordance with this Article IX must also be in compliance with all applicable federal and state securities.

Article X
Admission of Additional or Substitute Members

Section 10.01 Admission of Additional or Substitute Members.

Notwithstanding anything to the contrary contained in this Agreement (but subject to the proviso below), including, but not limited to, Article IX, no transferee of the economic rights attributable to a Member's Membership Interest or any beneficial interest in it will be admitted to 470 Pearl as an additional or a substitute Member unless a Majority-in-Interest consent to the admission of the additional or substitute Member.

Article XI
Withdrawal of Members

Section 11.01 Withdrawal of Members.

No Member has the right to withdraw from 470 Pearl unless the Member has Transferred all of his or her Membership Interests in compliance with the applicable provisions of Article IX of this

Agreement.

Article XII
Dissolution and Liquidation

Section 12.01 Dissolution.

470 Pearl will be dissolved and its affairs wound up on the first to occur of any of the following events:

(a) The expiration of 470 Pearl's term as provided in Section 2.04;

(b) The sale of all or substantially all of 470 Pearl's assets;

(c) The written consent of all of the Members;

(d) September 1, 2055.

Section 12.02 Liquidation.

(a) The proceeds of a 470 Pearl liquidation will be applied in the following order of priority, unless otherwise required by applicable law:

(i) First, to 470 Pearl's creditors, including creditors who are Members, in order of priority provided by law, in satisfaction of all 470 Pearl's liabilities and obligations (of any nature whatsoever, including, without limitation, fixed or contingent, matured or unmatured legal or equitable, secured or unsecured), whether by payment or the making of reasonable provision for payment for them; and

(ii) Thereafter, in accordance with the provisions of Section 5.01.

Section 12.03 Waiver of Partition.

Each Member waives any rights to partition of 470 Pearl property.

Article XIII
Amendment of Operating Agreement

Section 13.01 Amendment Procedures.

Amendments to this Agreement may be proposed by any Member. Any proposed amendment to this Agreement is effective only if adopted by all of the Members.

Article XIV
General Provisions

Section 14.01 Notices.

All notices, requests, demands and other communications required or permitted under this Agreement must be in writing, must refer to this Agreement and, unless otherwise expressly provided

in this Agreement, may be delivered personally or sent by certified mail, return receipt requested, or by overnight air courier guaranteeing delivery within two business days ("Courier"), or by telecopy, to the party at his or her address or telecopy number set forth on Schedule I of this Agreement (or to the other address or telecopy number as designated by notice given in accordance with this Section 14.01). The notice, request, demand or other communication is deemed delivered (i) at the time delivered by hand, if personally delivered; (ii) five (5) business days after being deposited in the mail, postage prepaid, if mailed; (iii) the second business day after timely delivery to the Courier, if sent by Courier; and (iv) when receipt acknowledged, if telecopied.

In the case of Univest I Corp., notices should be sent to Carl J. Montante and Michael J. Montante, University Corporate Center, Suite 500, 100 Corporate Parkway, Amherst, NY 14226 with copies to David R. Pfalzgraf, Jr., Esq., 1600 Liberty Building, Buffalo, NY 14202.

In the case of Buffalo Development Corporation, notices should be sent to Mark D. Croce, Buffalo Development Corporation, 294 Franklin Street, Buffalo, NY 14202 with copies to Robert E. Knoer, Esq., 14 Lafayette Square, Suite 1700, Buffalo, NY 14203.

Section 14.02 Specific Performance.

The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the parties are entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States or any state having jurisdiction, in addition to any other remedy to which they are entitled at law or in equity.

Section 14.03 No Third-Party Beneficiaries.

It is understood and agreed among the parties that this Agreement and the covenants made in it are made expressly and solely for the benefit of the parties to it (including any Person who agrees in writing to become a party to it as provided in Articles IX, X and XII), and that no other Person, other than an Indemnitee under Section 6.09 is entitled or be deemed to be entitled to any benefits or rights hereunder, nor be authorized or entitled to enforce any rights, claims or remedies under or by reason of the Agreement.

Section 14.04 Successors and Assigns.

All of the terms and provisions of this Agreement inure to the benefit of and are binding on each of the parties to it and their respective permitted transferees, if any; provided that, except as expressly provided elsewhere in this Agreement, no party may Transfer (or cause or permit to be created or existing any lien on) or assign his or her Membership Interest (or any portion of it or any beneficial interest in it) or this Agreement or his or her rights, interests or obligations under this Agreement except in accordance with the terms of this Agreement.

Section 14.05 Entire Agreement.

This Agreement (including the schedules and exhibits) contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, representations, arrangements or understandings, written or oral, with respect to it.

Section 14.06 Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is, in such jurisdiction, ineffective to the extent of the prohibition or unenforceability, and any the prohibition or unenforceability in any jurisdiction does not invalidate or render unenforceable such provision in any other jurisdiction. If any provision of this Agreement is held or deemed to be or is inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions of this Agreement or any law, statute, ordinance, rule, regulation, order, writ, decree or injunction, or for any other reason, the circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provisions in this Agreement contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases sentences, clauses, Sections or subsections of this Agreement does not affect the remaining portions.

Section 14.07 Attorney Fees.

In any action or proceeding brought to enforce any provision of this Agreement, or where any provision of this Agreement is validly asserted as a defense, the successful party is entitled to recover reasonable attorney fees in addition to any other available remedy.

Section 14.08 Headings.

All section headings are for convenience of reference only and are not part of this Agreement, and no construction or inference may be derived from them.

Univest I Corp.

By:_____
Carl J. Montante, President

Buffalo Development Corporation

By: Mark D. Croce
Mark D. Croce, President

Members

Buffalo Development Corporation

Univest I Corp.

Schedule I

Names, Addresses, Phone and Fax Numbers, and E-mail Addresses of Members

Univest I Corp.
Carl J. Montante and Michael J. Montante
University Corporate Center
Suite 500, 100 Corporate Parkway
Amherst, NY 14226

Phone No.
Fax No.
E-mail

Buffalo Development Corporation
Mark D. Croce
Buffalo Development Corporation
294 Franklin Street
Buffalo, NY 14202

Phone No.
Fax No.
E-mail

Schedule II

Members	Initial Capital	Capital Interest	Profit Interest
Univest I Corp	$615,000	$615,000	50%
Buffalo Development Corporation.	$615,000	$615,000	50%

Exhibit A

Annual Operating Budget

Exhibit B

Lease with Skydeck Corporation

LEASE
FOR

470 Pearl Street

1. DESCRIPTION OF PARTIES AND PROPERTY LEASED

470 Pearl Street, with an address at 294 Franklin Street, Buffalo, New York 14202 (hereinafter known as "Lessor") and Skydeck Corporation with an address at 257 Franklin Street, Buffalo, New York 14202 (hereinafter known as "Lessee") agree as follows:

The Lessor, in consideration of the covenants and agreements herein contained to be kept and performed by the Lessee, has agreed to lease to the Lessee and does hereby lease to the Lessee; and the Lessee, in consideration of the covenants and agreements herein contained to be kept and performed by the Lessor, has agreed to take from the Lessor, and does hereby take from the Lessor the Property known as **470 Pearl Street,** with improvements thereon (herein after referred to as "Property"). The leased Property is more particularly described at Exhibit "A" attached hereto.

The Property is being leased for use as a licensed parking lot.

2. TERM OF LEASE

The term of this Lease shall commence January 31st, 2005. The term shall be for one (1) year(s) continuing on a month-to-month basis upon the expiration of the initial one (1) year period.

3. RENT

Lessee shall pay to Lessor for said Property a yearly rent of $75,600.00. The rent referred to in this section shall mean a net return to Lessor of the amount thereof undiminished

by costs of maintenance, operation, repairs, remodeling, improvements or alterations to the Property. Landlord shall be liable for Property taxes and Assessments. Rent shall be prepaid in monthly installments of $6300.00 per month by the 5th day of each month. A late charge of 5% will be assessed for any rent that is unpaid by the 5th day of each month in which rent is due.

4. COVENANT TO PAY RENT

(a) Lessee shall pay rent and any additional rent as hereinafter provided, to Lessor by direct deposit to Lessor's account at M&T Bank, or such other place as Lessor may designate in writing, without demand and without counterclaim, deduction or set off.

(b) Upon compliance with the covenant to pay rent and additional rent as herein provided, Lessee shall be entitled to quiet enjoyment of the Property and Lessor shall do nothing to interfere with Lessee's quiet enjoyment except as provided for within this lease.

5. MAINTENANCE AND REPAIR

(a) Lessee shall be responsible for all maintenance and repair of the Property.

(b) Lessee shall maintain the Property with proper care and keep it in good repair and condition, so that such Property shall not be injured, ordinary wear excepted. The Lessee shall also keep the Property in a clean and orderly condition in accordance with the ordinances of the City of Buffalo, County of Erie and State of New York, and the direction of all government authorities.

(c) Lessee agrees to maintain, at the Lessee's expense, the Property and the sidewalks adjoining thereto. Lessee also agrees to keep said areas free and clear of all rubbish, snow and ice and not to burn or place garbage, rubbish, trash, merchandise containers or other incidents to the business outside the building, except at the time, place and in the containers permitted

therefore by the Lessor. The Lessee, at its own expense, shall dispose of all rubbish as quickly as possible.

6. ***DAMAGE OR DESTRUCTION OF PROPERTY***

(a) If the Property shall be partially damaged by fire or other cause without the fault or neglect of Lessee, Lessee's servants, employees, agents visitors or licensees, the damages shall be repaired by and at the expense of Lessor and the rent until such repairs shall be made shall be apportioned according to the part of the Property which is usable by Lessee. But if such partial damage is due to the fault or neglect of Lessee, Lessee's servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies of Lessor and without prejudice to the rights of subrogation of Lessor's insurer, the damages shall be repaired by Lessor but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Lessor and/or Lessee, for reasonable delay on account of "labor troubles", or any other cause beyond Lessor's control.

(b) If the demised premises are totally damaged or are rendered wholly untenantable by fire or other cause, and if Lessor shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Lessor shall decide to demolish it or to rebuild it, then or in any of such events Lessor may, within ninety (90) days after such fire or other cause, give Lessee a notice in writing of such decision and thereupon the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Lessee shall vacate the demised premises and surrender the same to Lessor.

If Lessee shall not be in default under this Lease then, upon the termination of this Lease under the conditions provided for in the sentence immediately preceding, Lessee's liability for

rent shall cease as of the day following the casualty. Lessee hereby expressly waives the provisions of §227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof. If the damage or destruction be due to the fault or neglect of Lessee the debris shall be removed by, and at the expense of, Lessee.

(c) If the whole or any part of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose then the term hereby granted shall cease from the time when possession of the part so taken shall be required for such public purpose and without apportionment of award, the Lessee hereby assigning to the Lessor all right and claim to any such award, the current rent, however, in such case to be apportioned.

7. *LESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE*

Lessor reserves the right to enter on the Property at reasonable times during Lessee's regular business hours to inspect the Property and Lessee agrees to permit Lessor to do so.

8. *ASSIGNMENT OR SUBLEASE*

Lessee will not assign this Lease or sublet the leased Property, without the written consent of Lessor. Such written consent shall not be unreasonably withheld.

9. DEFAULT

(a) Lessee shall be considered in default under this lease if Lessee:

(i) Fails to make payment of the rent at the time when the rent is due and payable;

(ii) Fails to make payment of water charges against the Property at the time they become due and payable;

(iii) Fails to allow Lessor entry for inspection or maintenance;

(iv) Fails to make proper maintenance and repair as required;

(v) Fails to provide for, and provide documentation of, proper insurance as required; and after receiving written notice from Lessor, fails to correct the violation within five (5) days.

(b) If Lessee is in default, Lessor may terminate this Lease and Lessee's right to possession of the leased Property. Lessor may thereupon, without demand on or notice to Lessee, take possession of the Property.

10. UTILITIES

The Lessor shall pay for all utilities except telephone service furnished the Property for the term of this Lease, including but not limited to water, gas, electricity, and security.

11. INSURANCE

(a) Lessee agrees to procure and maintain in force during the term of this Lease and any extensions thereof, at his expense, public liability insurance with a minimum combined single limit of $1,000,000.00/$3,000,000.00. Said liability shall include broad form contractual

liability under which Lessor is named as an additional insured, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased Property.

(b) A Certificate of Insurance shall be delivered to Lessor for keeping. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies.

12. SUBORDINATION

Lessee acknowledges that this lease is subordinate to any security interest in the property for financing currently in place or which the landlord may enter into in the future. Lessee agrees to cooperate fully with Lessor to acknowledge that the lease is subordinate to such financing.

13. OWNERSHIP

The Property leased is and shall at all times remain the sole Property of Lessor and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease.

14. INDEMNITY

Lessee shall not do or permit any act or thing to be done upon the Property which may subject Lessor to any liability or responsibility for injury, damage to persons or Property or to any liability by reason of any violation of law or of any legal requirement of any public authority, but shall exercise such control over the Property as to fully protect Lessor against any such liability. Lessee agrees to indemnify the save harmless Lessor from and against: (a) all claims of whatever nature against Lessor arising, in any way, from Lessee's use, occupation and control of the Property, or the street, alleys, driveways, parking lot and sidewalks adjacent

thereto and from any act, omission or negligence of Lessee, its contractors, licensees, agents, servants, employees, invitee or visitors; (b) all damages whatsoever caused to any person or to the Property of any person occurring, during the term in or about the Property; and (c) any breach, violation or nonperformance by Lessee of any covenant, warranty, promise, condition or agreement in this Lease set forth and contained on the part of Lessee to be fulfilled, kept, observed and performed. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, fees (including attorney's fees) and expenses of any kind or nature incurred in or in connection with any claim or proceeding brought thereon, and the defense thereof. If any portion of this paragraph shall be determined to be illegal or unenforceable, this paragraph shall be interpreted to require the Lessee to indemnify and save harmless the Lessor to the full extent permitted by law.

15. WAIVER OF OBJECTIONS

Lessor and Lessee agree that upon taking possession of the Property, Lessee hereby waives all claims with regard to the condition of the Property. Lessor and Lessee agree and acknowledge that there shall be no right on the part of the Lessee to object in any way to the condition of the Property and acknowledge that no representations, oral or written, have been made by Lessor with regard to the condition of the Property. Lessee has had a full and fair opportunity to inspect the Property or to hire others to perform an inspection. Lessee acknowledges that Lessee is relying on their own inspection of the Property or the inspection by those they have hired and are not relying on any representations or warranties expressed or implied made by Lessor or Lessor's agent.

16. TERMINATION OF LEASE

At the end of the lease term, Lessee shall vacate the Property, remove all possessions belonging to Lessee and restore the Property to the same condition as it existed on the date Lessee took possession. Lessee agrees to be responsible for any repairs necessary to bring the Property back to the same condition it was in on the date Lessee took possession.

Lessor shall have the further right to terminate the lease at any time upon 60 days notice.

17. NO OTHER REPRESENTATIONS

No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

Lessor has made no representations or promises with respect to the Property except as herein expressly set forth. By taking possession of the demised Property the Lessee accepts the same "as is" and agrees that said Property and the building and fixtures of which the same form a part were in good and satisfactory condition at the time such possession was taken. Further, Lessee has to Lessee's satisfaction determined that the Property is properly constructed, zoned and permitted for Lessee's use.

18. BINDING EFFECT

This agreement and the covenants herein contained shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns.

19. *FORCE MAJEURE*

Each party hereto shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this lease when prevented from doing so by a cause or causes beyond such party's reasonable control, which shall include, but without limitation, a delay in a party's performance hereunder due to act of God, fire, earthquake, flood, extreme weather conditions, water shortage, explosion, war, invasion, insurrection, riot, mob violence, sabotage, vandalism, malicious mischief, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, litigation, condemnation, requisition, governmental restrictions, laws, orders of governmental, civil, military or naval authorities, or any other cause, similar to the foregoing, not within such party's reasonable control.

20. *LEGAL REPRESENTATION*

Both parties have consulted their lawyer prior to signing this Lease and both parties agree that their respective lawyers have prepared this document and that no presumptions will attach to any ambiguities contained herein.

WITNESS WHEREOF, the parties hereunto set their hands and seals the 28th day of January, 2005.

Initials MDC

470 Pearl Street, LLC (Lessor)

By Mark D. Croce
Mark D. Croce, Member

Initials MDC

Skydeck Corporation (Lessee)

By Mark D. Croce
Mark D. Croce, President