

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

9.13.2011

Lease No. GS-02B-23890
Building No. NY7051ZZ

THIS LEASE, made and entered into this date by and between **JPMC 2005-CIBC12 Olympic Towers, LLC U.S. Bank National Association, as successor Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2005-CIBC12, Commercial Mortgage Pass-Through Certificates, Series 2005-CIBC12.**

whose address is 257 West Genesee Street, Suite 160
Buffalo, NY 14202

and whose interest in the property hereinafter described is that of owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

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

1. The Lessor hereby leases to the Government the following described premises:

2,622 rentable square feet (RSF) which yields 2,280 ANSI BOMA office area square feet of office and related space located on the 1st floor of the building known and designated as Olympic Towers located at 300 Pearl Street in Buffalo, New York 14202-2504 as shown on the demising plan labeled Exhibit "A" attached hereto and made part hereof, to be used for office and related purposes together with two (2) reserved on-site secured self-parking spaces located in the building's parking garage.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on _____ through _____ ~~subject to any renewal rights as may be hereinafter set forth.~~

SEE PARAGRAPH 14 OF THE RIDER TO THIS LEASE

3. The Government shall pay the Lessor rent as follows:

SEE PARAGRAPH 15 OF THE RIDER TO THIS LEASE

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:



4. The Government may terminate this lease in whole or in part after five (5) years giving at least ninety (90) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals: provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing. (Intentionally Deleted)~~

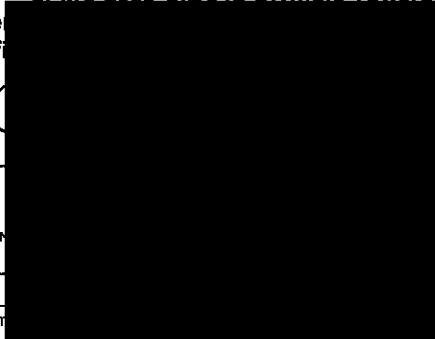
6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
SEE RIDER TO THIS LEASE

7. The following are attached and made a part hereof:
SEE PARAGRAPH 9 OF THE RIDER TO THIS LEASE


8. The following changes were made in this lease prior to execution:
Paragraph 5 was deleted in its entirety without substitution.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR **JPMC 2005-CIBC12 Olympic Towers, LLC U.S. Bank National Association, as successor Trustee for the registered**
holder **Commercial Mortgage Securities Trust 2005-CIBC12, Commercial Mortgage Pass-Through**
Certified

BY  AKERS, Servicing Officer (Signature)
IN PRESEN Irving, TX (Address)

UNITED STATES OF AMERICA REGISTRATION

BY  KAZI RIZVI - Contracting Officer

Years 6-10: the Government shall pay the Lessor an annual rent of \$41,561.45 (\$15.85 per RSF and \$18.23 per BOASF) at the rate of \$3,463.23 per month in arrears.

The rental set forth above is based upon the Lessor providing a tenant improvement allowance of \$99,789.58 (maximum tenant improvement allowance) for the construction of the tenant improvements which shall be amortized into the annual rental over years 1-5 at an interest rate of 4.25%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$22,188.68 per annum.

If the actual cost of constructing the tenant improvements is less than the maximum tenant improvement allowance, the rental rate will be reduced to reflect the actual cost which will be amortized into the annual rental over years 1-5 at an interest rate of 4.25% and such adjusted amount shall constitute the annual tenant improvement rental.

If the actual cost of constructing the tenant improvements is more than the maximum tenant improvement allowance, the rental rate may be increased to reflect the actual cost which will be amortized into the annual rental over years 1-5 at an interest rate of 4.25% and such adjustment shall constitute the annual tenant improvement rental or the Government may reimburse the Lessor for that portion which exceeds the tenant improvements in a one-time lump sum payment.

Notwithstanding the forgoing, the Government reserves the right, upon satisfactory completion of all alterations required by this Lease and Government acceptance of the space as satisfactorily completed, to make a one-time lump sum payment to the Lessor for all or part of the tenant improvement allowance, in which case the annual rental will be adjusted accordingly. These specific items together with the total lump sum payment amount and the reduced annual rental amount will be more specifically set forth in a Supplemental Lease Agreement.

16. For the purpose of Operating Escalations, in accordance with Section 4, Paragraph 4.3 of this Lease, the base cost of services is \$12,745.67 per annum or \$4.86 per rentable square foot.
17. For the purpose of the Real Estate Tax Adjustment, in accordance with Paragraph 4.2 of the SFO, the Government will occupy 1.51% of the rentable area of the building. The Block and Lot number for this building is 111.46-12-3.1.
18. The Adjustment for Vacant Premises pursuant to Paragraph 4.4 of the SFO shall be at the rate of \$3.00 per ANSI/BOMA office area square foot.
19. This lease shall be a fully-serviced lease, including all heat and electric service to be supplied by the Lessor, as further provided for in Section 4, Paragraphs 4.1 through 4.13.
20. Pursuant to Paragraph 4.8 of the SFO "Janitorial Services", cleaning services requiring access to the Government's leased space shall be accomplished during the Government's working hours, Monday through Friday, in accordance with the specifications set forth in this Lease.
21. Pursuant to Paragraph 4.6 of the SFO, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. to 6:00 p.m. Monday through Friday,) and except Federal Holidays ("Normal Hours"), at no charge to the Government.
22. In addition to the tenant improvements, the Lessor shall provide restrooms within the common area that are fully compliant with Architectural Barriers Act Accessibility Standard (ABAAS) requirements which shall consist of separate restrooms for both men and women.
23. The Lessor shall be responsible for the maintenance, operation, repair and replacement of all equipment installed at the leased premises by the Lessor for the entire lease term so as to keep such equipment in good working order. The Government shall permit the Lessor or the Lessor's employees to enter the Government's leased space for this purpose provided the Lessor gives the Government reasonable notice.
24. In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or other designated representative of the U.S. General Services Administration.

Initials: GA & KR
Lessor & Government

