TENANT ESTOPPEL CERTIFICATE

TO: THE "BUYER" AND "LANDLORD" REFERENCED BELOW

RE: Suite 3rd - 11th Floors 600 B Street, San Diego, CA 92101 (the "**Premises**")

The undersigned (the "**Tenant**") hereby certifies to Angelo Gordon Real Estate Inc., a Delaware corporation and its successors and assigns (the "**Buyer**"), the Buyer's lender and to NOMURA CDO 2007-2 – 600 B STREET LLC, a Delaware limited liability company (the "**Landlord**"), the following information with respect to that certain lease agreement, dated October 17, 1991 (the "**Lease**," including any amendments to or modifications of the same, a true, complete and correct copy of which is attached hereto as Exhibit A) and Tenant agrees that Landlord, Buyer and Buyer's lender may rely upon the same:

1. The Lease is in full force and effect and has not been modified or amended except as reflected in the documents attached hereto as Exhibit A.

2. The Tenant asserts no claim of default or offset or defense against the payment of rent or other charges payable by the Tenant, except for Tenant's request for Landlord to apply $758,053.00 in unused Refurbishment Allowances as credit toward payment of Monthly Base Rents due under the Lease and asserts no other claim against the Landlord under the Lease in regard to the premises occupied by Tenant. To the best of Tenant's knowledge and belief, there is no default by Landlord under the Lease and no event has occurred that, with the passage of time or the giving of notice, or both, would constitute a default by Landlord under the Lease. There are no unfinished tenant improvements required to be completed by Landlord as of the date hereof or any outstanding and unpaid tenant improvement allowances owing to Tenant as of the date hereof.

3. All fixed base rental has been paid to September 30, 2012 and no rent under the Lease had been paid more than one month in advance of its due date except for any security deposits referenced herein. Current monthly fixed base rental for the Premises is $-325,171.08.

4. The Lease provides for an option to purchase as follows: Should Landlord elect to sell is entire interest in the building, then before selling the building to a third party, Landlord shall provide Tenant with written notice of desire to sell the building and the price, terms and condition upon which Landlord is willing to sell the building. The Lease contains a right of purchase, option to negotiate for purchase of the building, provide Tenant responds within 30 days after the receipt of written notice from Landlord.

5. Landlord is presently not holding a security deposit or a letter of credit in the amount of $0.00 which amount represent the entire balance of security deposits currently held by Landlord under the Lease.

6. Tenant is not in default under the Lease, nor, to Tenant's best knowledge, has any event occurred which, with the passage of time or the giving of notice or both, would constitute a default or breach by the Tenant. The Tenant is current in the payment of any taxes, utilities, common area maintenance payments, or other charges required to be paid by the undersigned.

7. The Tenant certifies that it is required to pay a pro rata share of real property taxes and insurance, as well as a pro rata share of the common area expenses. The Tenant currently pays to Landlord $ 36,303.00 for real property taxes, insurance and operating expenses on a monthly basis.

8. The Tenant has not entered into any sublease, assignment or any other agreement transferring any of its interest in the Lease or the Premises leased by the Tenant under the Lease, other than the Landlord-approved sublease of space (14,239 rsf) on the Third Floor of Tenant's Premises to Knowledge Learning Corporation.

9. The Tenant recognizes and acknowledges it is executing this Tenant Estoppel Certificate with the intent that Landlord, the Buyer and Buyer's lenders may rely hereon, and that Tenant shall be estopped from taking any position or making any claim that is contrary to the information contained herein.

Dated: 10/10/12, 2012

Tenant

The City of San Diego,
a municipal corporation

By: _____

Name: James F. Barwick, CCIM
Director, Real Estate Assets

Title: _____

APPROVED AS TO FORM AND LEGALITY this ___ day of October, 2012.

JAN GOLDSMITH, CITY ATTORNEY

By: _____
Name: Jeremy Fonseca
Title: Deputy City Attorney

EXHIBIT A

SCHEDULE OF LEASE DOCUMENTS

Lease dated October 17, 1991, Exhibit D Lease Terms dated July 21, 1991, First Amendment to Office lease dated October 17, 1991, Second Amendment dated September 18, 1997, Third Amendment dated January 10, 2000, Fourth Amendment dated March 29, 2001, Fifth Amendment dated September 26, 2001, Sixth Amendment dated October 8, 2001, Seventh Amendment dated April 12, 2003, Knowledge Learning Corporation Sublease and Amendment, dated November 1, 2007.

City of San Diego