

**ESTOPPEL CERTIFICATE
(PARKING LEASE-SOUTH GARAGE)**

THIS ESTOPPEL CERTIFICATE (this “Certificate”) is made as of the ____ day of _____, 2014 by the **COUNTY OF DURHAM**, a political subdivision of the State of North Carolina (“Landlord”), having an address of _____, North Carolina _____, in favor of **AMERICAN GENERAL LIFE INSURANCE COMPANY**, a Texas corporation, and **AMERICAN HOME ASSURANCE COMPANY**, a New York corporation, each with an address of c/o AIG Investments, 777 S. Figueroa Street, 16th Floor, Los Angeles, California 90017-5800 (collectively or individually as the context may suggest or require, “Lender”).

Background

Landlord is the owner and holder of fee simple title in and to that certain tract of land and the improvements, if any, thereon, in the City of Durham, County of Durham and State of North Carolina described on Exhibit A attached hereto and incorporated herein by reference (the “Property”). The Landlord has leased the Property to American Campus, LLC, a North Carolina limited liability company (“Grantor”), by that certain Amended and Restated Parking Lease Agreement, dated May 22, 2014, between the Landlord and Grantor (the “Lease”), which has been recorded in Book ___, Page ___, Durham County Registry. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in (or by reference in) the Lease. Lender has agreed to make a loan to Grantor and certain of Grantor’s affiliates in the aggregate amount of \$72,500,000.00 (the “Loan”). *[Note: a memo of lease will be recorded soon]*

In connection with, and as a condition to, Lender’s making the Loan and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender has required, and Landlord has agreed, that Landlord further represents to and agrees with Lender as follows:

1. Status of Lease. The Lease is in full force and effect and has not been amended or modified to the date of this Certificate; all rent under the Lease and any other consideration for the use and occupancy of the Property which is now due and payable has been paid to and including the date hereof; Landlord has not received any advance rent under the Lease; all obligations of Landlord under the Lease have been performed to and including the date of this Certificate in accordance with the terms and conditions set forth in the Lease and Landlord is not in default of any of its obligations under the Lease; and, to Landlord’s knowledge, no default by Grantor under the Lease has occurred and is continuing and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease.

The date of expiration of the term of the Lease is June 30, 2024. The current monthly Basic Rent for each Leased Space is \$40.00. The number of Leased Spaces is equal to 1,129. Accordingly, monthly Basic Rent is equal to \$45,160.00.

2. Incorporation of Lease Terms. Landlord acknowledges that Lender is a “Holder” as that term is used in the Lease, and without limiting any of the other provisions of this Certificate, the terms and conditions of Section 11.16 of the Lease (entitled “Leasehold Mortgage Provisions”) are hereby incorporated herein by reference for the benefit of Lender.

Without limiting the generality of the foregoing, Landlord acknowledges and agrees that Lender is entitled to the rights and benefits of said Section 11.16 by Landlord's execution hereof notwithstanding the provisions of Section 11.16(g) of the Lease.

3. Notices to be Provided to Lender. Pursuant to Section 11.16(b) of the Lease, Landlord hereby agrees to furnish to Lender written notice of default under, and written notice of the exercise of Landlord's right to terminate, the Lease, and a copy of any other notice provided to Grantor by Landlord under the Lease, concurrently with the furnishing of the same to Grantor, and agrees that no notice by Landlord to Grantor thereunder shall be deemed to have been duly given unless and until a copy thereof has been so furnished to the Lender. Lender's address for notice shall be the address shown above, unless changed by written notice to Landlord.

4. Lender's Right to Cure Defaults under the Lease. If a default occurs under the Lease, without limiting the other provisions of this Paragraph 4, Landlord agrees not to exercise any of the rights and remedies set forth in the Lease, or any remedies provided by law, unless Landlord has given notice to Lender and given the Lender the opportunity to cure such default as provided in Section 11.16(c) of the Lease. Further, if any non-monetary default by Grantor under the Lease cannot be cured by Lender without Lender obtaining possession of the Property, the forty-five (45) day cure period referred to in said Section 11.16(c) of the Lease shall not commence until Lender obtains possession of the Property, as long as all rent payments are made and all other defaults which reasonably can be cured by Lender without Lender obtaining possession of the Property are so cured, and provided that Lender commences to exercise any rights to obtain possession or to effect foreclosure, and diligently pursues the exercise of such rights thereafter. If any default by Grantor under the Lease is of such a nature that it reasonably cannot be cured by Lender, Landlord will not terminate the Lease as long as all rent payments are made.

5. Nondisturbance. If Lender, or an assignee, nominee or purchaser as described in Sections 11.2 and 11.16 of the Lease, becomes the Tenant under the Lease (the "Successor Tenant"), Lender or such other Successor Tenant shall be liable for the obligations of the Tenant under the Lease only for the period of time that such Successor Tenant is the Tenant under the Lease. So long as any Successor Tenant is the Tenant under the Lease, Landlord shall look solely to the interest of such Successor Tenant in the Property in the event of the breach or default by such Successor Tenant under the terms of the Lease, and Landlord hereby agrees that any judgment or decree to enforce the obligations of such Successor Tenant shall be enforceable only to the extent of the interest of such Successor Tenant in the Property. The Landlord agrees that so long as any Successor Tenant is not in default of its obligations after succeeding to the interests of the Grantor under the Lease, such Lease shall remain in full force and effect for the full term thereof and the Lender's (or other Successor Tenant's) possession of the Leased Spaces and its rights and privileges under such Lease will not be diminished or interfered with and its occupancy and rights to use the Leased Spaces will not be disturbed.

6. Assignment of Lease. Pursuant to Section 11.16(h) of the Lease, Landlord hereby acknowledges that Grantor has made or will make a collateral assignment of all of Grantor's right, title and interest in and to the Lease to Lender pursuant to the terms and provisions of that certain Deed of Trust, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents (with Leasehold Addendum) executed by Grantor for the benefit of Lender in connection with the Loan (the "Deed of Trust").

7. New Lease. If the Lease is terminated for any reason prior to the expiration of the term thereof, as the same may be renewed or extended, Landlord will enter into a new lease with Lender for the remainder of the term which was theretofore terminated at the same rent and having the same other provisions as the Lease. Such right may be exercised by written notice from Lender to Landlord on or before the expiration of sixty (60) days after the receipt by Lender of written notice of such termination, which notice shall advise Lender of such termination and expressly refer to the new lease rights of Lender under the provisions of this Paragraph 7.

8. Bankruptcy. In the event that Grantor becomes the subject of a case under the U.S. Bankruptcy Code (or any other law providing similar relief), Landlord acknowledges and agrees that any rejection of the Lease by Grantor or any trustee of Grantor shall have no effect upon the Deed of Trust or the continued existence of the leasehold estate demised pursuant to the Lease.

9. No Merger. There shall be no merger of the Lease or the leasehold estate thereunder with the fee estate in the Property by reason of the fact that the Lease or the leasehold estate thereunder may be held, directly or indirectly, by or for the account of any entities who hold the fee estate. No such merger shall occur unless all entities having an interest in the fee estate and all entities (including Lender) having an interest in the Lease or the leasehold estate thereunder join in a written statement effecting such merger and duly record the same.

10. Modification. Nothing herein shall be deemed a modification or amendment to any term, provision or condition of the Lease. To the extent that any term or provision of this Certificate conflicts with any term or provision of the Lease, then the applicable term or provision of this Certificate shall control as between Landlord and Lender.

[Remainder of page intentionally left blank.]

This Certificate is delivered solely for Lender's benefit in connection with the Loan and the Lease and may not be used or relied upon by any other person or for any other purpose without prior written consent in each instance. This Certificate is given as of the date first set forth above.

ATTEST:

COUNTY OF DURHAM

By: _____
_____, Clerk to the Board

By _____
_____, County Manager

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

I, a Notary Public for aforesaid County and State, certify that _____ personally came before me this day and acknowledged that he is Clerk to the Board of the County of Durham, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its County Manager, sealed with its seal, and attested by himself as its Clerk to the Board.

Witness my hand and official seal, this the ____ of day of _____, 2014.

Notary Public

My commission expires: _____