#### STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

### ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT, made this 77 day of JANUARY, 1982, by THREE RIVERS CAPITAL, INC., a Georgia corporation (hereinafter called "Seller"), to DUQUESNE PARTNERS L.P., a Delaware Limited Partnership (hereinafter called "Buyer").

## $\underline{W \ \underline{I} \ \underline{T} \ \underline{N} \ \underline{E} \ \underline{S} \ \underline{S} \ \underline{E} \ \underline{T} \ \underline{H}}$

FOR VALUE RECEIVED, Seller hereby grants, transfers, conveys and assigns to Buyer, its successors and assigns, all of the right, title and interest of Seller in and to all leases, as extended or modified (as the case may be), and to the guaranties, if any, of lessee's obligations thereunder, affecting all or a portion of that certain parcel of land in Allegheny County, Penrsylvania more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Property"). This assignment shall include the leases described on Exhibit "B" attached hereto and made a part hereof (each of said leases, together with all such guaranties, amendments, modifications and extensions are hereinafter collectively referred to as "Leases").

Buyer hereby assumes and agrees to discharge all of Seller's obligations under the Leases which accrue following the execution hereof.

Buyer acknowledges that it has received a credit on account of Seller's retention of security and other deposits relating to the Leases.

This Assignment is made without any representation or warranty, express or implied, except for the following:

- (a) Seller has the full power and authority to assign the Leases.
- (b) Seller has not previously assigned the Leases except for: (i) Assignment of Rents and Leases from Seller, et al., to Continental Illinois National Bank and Trust Company of Chicago dated June 15, 1979, recorded in Deed Book Volume 6122, Page 981, Allegheny County records. Seller is this date paying off the loan secured in part by said Assignment of Rents and Leases and will cause a release of the same to be recorded in the Allegheny County deed records. (ii) Assignment of Lessor's Interest in Lease dated June 19, 1979, in favor of The Equitable Life Assurance Society of the United States recorded in Deed Book Volume 6122 page 843, Allegheny County records.

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(c) Seller has not received any notice of default from a tenant under any of the Leases, and, to the best of Seller's knowledge and belief, it is not in default under any of the Leases. (d) Seller warrants that there are no further Lease Agreements, or amendments to existing Lease Agreements, relating to the property, other than as listed in Exhibit "B". SELLER: THREE RIVERS CAPITAL, INC. By: ROBERT S. BEAUCHAMP PRESIDENT C:3 (CORPORATE SEAL) (441:111) BUYER: DUQUESNE PARTNERS L.P. 41 By: CONTINENTAL FAIRVIEW GROUP, INC., A General Partner ....... . Blument, m Вy STEVEN V. BLUMENT PRESIDENT 0 (CORPORATE SEAL )> STATE OF PENNSYLVANIA COUNTY OF ALLEGHENY On this <u>27</u><u>th</u> day of <u>Annualy</u>, 1982, before me, a Notary Public, the undersigned offiker personally appeared, Robert S. Beauchamp, who acknowledged himself to be the President of THREE RIVERS CAPITAL, INC., a Georgia corporation, and that as such President of finite interior of finite, inc., so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation for himself as President. IN WITNESS WHEREOF, I hereunto set my hand and official sea Cak Notary Public CAROL LEE CHELPMAN, Pittsburgh, Allegheny Ca, My Commission Expires: My Commission Expires June 25 EVOL 6436 PAGE 586

### STATE OF PENNSYLVANIA

### COUNTY OF ALLEGHENY

On this  $\cancel{0776}$  day of January, 1982, before me, a Notary Public, the undersigned officer, personally appeared, STEVEN V. BLUMENTHAL, who acknowledged himself to be President of CONTINENTAL FAIRVIEW GROUP, INC., a Delaware Corporation, General Partner of Duquesne Partners, L.P., a Delaware Limited Partnership, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President on behalf of the Corporation for itself and as such General Partner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

mmun ย่ากษ March & Notary Public CAROL LEE SHITES My Commission Expires Si My Pa 25, 1984

My Commission Expires:

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All that real property situate in the 2nd Ward of Pittsburgh, Allegheny County, Pennsylvania being more particularly described as follows:

(a) The following described air space overlying "Lot No. 2" (as described on Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof) and the portions of the building known as "Gateway Towers" (as described on Exhibit "B" attached hereto and by this reference incorporated herein and made a part hereof) which occupy the following described air space:

(i) ALL that certain real property situate in the 2nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, consisting of a cube or polyhedron, which lies above (but not below) a horizontal plane (said horizontal plane being below the concrete slab forming the 1st floor of Gateway Towers), the elevation of which horizontal plane is 728.95 feet, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which lies below (but not above) a horizontal plane (said horizontal plane being below the concrete slab forming the 4th floor of Gateway Towers), the elevation of which horizontal plane is 765.07 feet, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which is bounded by 4 vertical planes which are formed by projecting vertically upward and downward, the boundaries of that certain plot or parcel of land described as follows, together with the portions of Gateway Towers lying within the 6 planes forming said cube or polyhedron of real property:

ALL that certain real property situate in the 2nd Ward of Pittsburgh, Allegheny County, Pennsylvania, being a portion of Lot No. 2 in Gateway Plan of Lots No. 2 of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 110, Pages 94-96, inclusive, more particularly bounded and described, as follows:

Beginning at a point on the easterly side of Commonwealth Place, said point being North 18° 54' 45" West a distance of 38.00 feet from the line dividing Lot Nos. 2 and 3 in said Gateway Plan of Lots No. 2; thence from said point of beginning through Lot No. 2 along a line parallel to and 4.00 feet perpendicular southwardly from the side of Gateway Towers the following courses and distances:

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North 71° 05' 15" East a distance of 254.00 feet to a point; North 18° 54' 45" West a distance of 80.00 feet to a point; South 71° 05' 15" West a distance of 253.78 feet to a point; then

along the easterly side of Commonwealth Place in a southerly direction by a curve bearing to the left having a radius of 35.00 feet through an arc distance of 3.94 feet to a point of tangent; thence along same South 18° 54' 45" East a distance of 76.04 feet to the point at the place of beginning;

Containing an area of 20,319.703 square feet or 0.4664 acre;

(ii) ALL that certain real property situate in the 2nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, which lies above (but not below) a horizontal plane [said horizontal plane being below the concrete slab forming the 27th Floor (there being no 13th floor) of Gateway Towers], the elevation of such horizontal plane being 974.07 feet, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which is bounded by 4 vertical planes which are formed by projecting vertically upward, without any upward limit, the boundaries of that certain plot or parcel of land described as follows, together with the portions of the aforesaid building lying within the 5 planes referred to above:

ALL that certain real property situate in the 2nd Ward, City of Pittsburgh, Allegheny County, Pennsylvania, being a portion of Lot No. 2 in Gateway Plan of Lots No. 2 of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 110, Pages 94-96, inclusive, more particularly bounded and described, as follows:

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Beginning at a point on the easterly side of Commonwealth Place, said point being North 18° 54' 45" West a distance of 38.00 feet from the line dividing Lot Nos. 2 and 3 in said Gateway Plan of Lots No. 2; thence from said point of beginning through Lot No. 2 along a line parallel to and 4.00 feet perpendicular southwardly from the side of Gateway Towers the following courses and distances:

North 71° 05' 15" East a distance of 254.00 feet to a point; North 18° 54' 45" West a distance of 80.00 feet to a point; South 71° 05' 15" West a distance of 253.78 feet to a point; then

along the easterly side of Commonwealth Place in a southerly direction by a curve bearing to the left having a radius of 35.00 feet through an arc distance of 3.94 feet to a point of tangent; thence along same South 18° 54' 45" East a distance of 76.04 feet to the point at the place of beginning;

Containing an area of 20,319.703 square feet or 0.4664 acre;

(b) TOGETHER WITH the following described portion of the land underlying Lot No. 2 and the basement portions of Gateway Towers which occupy the following described subterranean space:

ALL that certain real property situate in the 2nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, consisting of a cube or polyhedron, which lies below (but not above) a horizontal plane (said horizontal plane being below the concrete slab forming the 1st floor of Gateway Towers), the elevation of which horizontal plane is 728.95 feet, measured vertically above sea level as estab-

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EXHIBIT " -WOL 6436 PAGE 589

lished by the United States Coast and Geodetic Survey, and which lies above (but not below) a horizontal plane (said horizontal plane being below the concrete slab forming the subbasement floor of Gateway Towers), the elevation of which horizontal plane is 703.95 feet, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which is bounded by 4 vertical planes which are formed by projecting upward and downward, the boundaries of that certain plot or parcel of land described as follows, together with the portions of the aforesaid building lying within the 6 planes forming said cube or polyhedron of real property:

ALL that certain real property situate in the 2nd Ward, City of Pittsburgh, Allegheny County, Pennsylvania, being a portion of Lot No. 2 in Gateway Plan of Lots No. 2 of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 110, Pages 94-96, inclusive, more particularly bounded and described, as follows:

Beginning at a point on the easterly side of Commonwealth Place, said point being North 18° 54' 45" West a distance of 38.00 feet from the line dividing Lot Nos. 2 and 3 in said Gateway Plan of Lots No. 2; thence from said point of beginning through Lot No. 2 along a line parallel to and 4.00 feet perpendicular southwardly from the side of Gateway Towers the following courses and distances:

North 71° 05' 15" East a distance of 254.00 feet to a point; North 18° 54' 45" West a distance of 80.00 feet to a point; South 71° 05' 15" West a distance of 253.78 feet to a point; then

along the easterly side of Commonwealth Place in a southerly direction by a curve bearing to the left having a radius of 35.00 feet through an arc distance of 3.94 feet to a point of tangent; thence along same South 18° 54' 45" East a distance of 76.04 feet to the point at the place of beginning;

Containing an area of 20,319.703 square feet or 0.4664 acre;

(c) TOGETHER WITH the following described portion of the land underlying Lot No. 2 and the portions of the underground garage which occupy the following described subterranean space:

ALL that certain real property situate in the 2nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being a portion of Lot No. 2 in Gateway Plan of Lots No. 2 of record in the Office of the Recorder of Deeds in Plan Book Volume 110, Pages 94-96, inclusive, more particularly bounded and described, as follows:

BEGINNING at a point on the easterly side of Commonwealth Place, at the dividing line between Lots Nos. 2 and 3 in said Plan; thence along the easterly side of Commonwealth Place North 18° 54' 45" West a distance of 42 feet more or less to a point on the facing of the exterior wall of Gateway Towers; thence North 71° 05' 15" East along said facing of the exterior wall a distance of 256.74 feet more or less to a point on the line dividing Lots Nos. 1 and 2 in said Plan; thence South 18° 54' 45" East a distance of 42 feet more or less to the southeasterly corner of Lot No. 2 in said Plan; thence along the dividing line between Lots Nos. 2 and 3 in said Plan South 71° 05' 15" West a distance of 256.74 feet to the point at the place of beginning;

(d) TOGETHER WITH a nonexclusive right in the "Light and Air Easement" (as described on Exhibit "C" attached hereto and by -3-

> EXHIBIT " <u>A</u>" <u>S</u> of <u>Y</u>

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this reference incorporated herein and made a part hereof) and in the Encroachment Easement (as described on Exhibit "D" attached hereto and by this reference incorporated herein and made a part hereof);

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(e) TOGETHER WITH all right, title and interest of Grantor in and to a certain reinforced concrete vault lying within the lines of Fort Duquesne Boulevard adjacent to Gateway Towers;

(f) TOGETHER WITH all rights to the portion of Lot No. 2 which lies below (but not above) a horizontal plane (said horizontal plane being below the concrete slab forming the lst floor of Gateway Towers,) the elevation of which horizontal plane is 728.95 feet, measured vertically above sea level as established by the United States Coast and Geodetic Survey, except as already conveyed at (b) and (c), above;

(g) TOGETHER WITH ALL that certain lot or parcel of land situate in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania being Lot No. 3 ("Lot No. 3") in Gateway Plan of Lots No. 2 of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 110, Pages 94-96, inclusive, more particularly bounded and described, as follows:

BEGINNING at a point on the easterly side of Commonwealth Place, at the dividing line between Lots Nos. 1 and 3 in said Plan; thence along the easterly side of Commonwealth Place North 18° 54' 45" West a distance of 131.81 feet to a point at the dividing line between Lots Nos. 2 and 3 in said Plan; thence along said dividing line North 71° 05' 15" East a distance of 256.74 feet to a point common to Lots Nos. 1, 2 and 3 in said Plan; thence along the dividing line between Lots Nos. 1 and 3 in said Plan the following courses and distances:

- (1) South 18° 54' 45" East a distance of 43.43 feet;
- (2) South 11° 42' 45" East a distance of 47.95 feet;
- (3) South 18° 08' 00" East a distance of 22.82 feet to a point; and
- (4) South 18° 54' 45" East a distance of 18 feet to the southeasterly corner of Lot No. 3 in said Plan; thence the following courses and distances along the dividing line between Lots Nos. 1 and 3 in said Plan:
  - (a) South 71° 05' 15" West a distance of 147.67 feet to a point;
  - (b) North 18° 54' 45" West a distance of 4.33 feet to a point;
  - (c) South 71° 05' 15" West a distance of 51.17 feet to a point;
  - (d) South 18° 54' 45" East a distance of 4.33 feet to a point; and

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(e) South 71° 05' 15" West a distance of 51.58 feet to a point on the easterly side of Commonwealth Place at the place of beginning.

EXHIBIT

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	-		THREE RIVERS CAPITAL, INC GATEWAY TOWERS COMMERCIAL LEASE SCHEDULE JANUARY 27, 1982					• .
SUTTE	TENANT	LEASE EXPIRATION DATE	RENT PAID DECEMBER, 1981	RENT PAID JANUARY, 1982	PAST DUE	PREPAID .	SECURITY DEE	
110 100	DR. WILLIAM ADAMS	8/31/82	\$ 910.75	\$ 910.75	\$ 89.25		\$ 503.00	
110-120	ALLECHENY BIOLOGICALS	6/30/83	631.58	631.58	•		355.00	6
217	APPLIED HYPNOSIS	6/30/83	641.76	641.76			435.02	
250	ASSOCIATED COMM OF PA	6/30/84	1,310.74	1,310.74			-0-	
200	ASSOCIATED COMM OF PA	6/30/84	2,372.87	2,372.87			-0-	
200	BARBIZON SCHOOL OF MODELING	3/31/87	-0-	-0-			3,833.33	1
370	BEAUTIQUE	6/30/82	994.86	994.86			943.34	
130 230	B.B.D.O.	9/30/8 <b>3</b>	350.17	350.17		\$ 2.61	326.29	
	EOHLIN, POWELL, BROWN	6/30/82	1,120.73	1,120.73			700.00	
235 360	C.D. PHOTOGRAPHY	6/30/82	375.78	375.78	-		503.74	
	COLOPY DALE	6/30/82	1,868.38	1,868.38		•	1,054.90	
340	CORPORATE TRAINING .	6/30/82	624.43	624.43			437.50	8
350 · · · · · · · · · · · · · · · · · · ·	CRANDALL KCKENZIE	8/31/84	645.82	645.82		•		, ruí
C LEVEL	CRANDALL MCKENZIE	8/31/84	291.53	291.53			250.0 <b>0</b>	- -
	DIAMOND INTERNATIONAL	9/30/82	533.86	533.86	\$ 1.24		245.33	_ ب
265	ALDONA GRINNA PHD	10/31/83	. 383.44	383.44	•	\$ 4.00	367.29	- <u>`</u>
255		5/3/82 (month	to month) 379.20	379.20			359.13	· 1\12
C LEVEL	LESLIE EDAARDS INTER	6/30/82	1,200.21	1,200.21			631.00	
245	KATZ & FRONDUTI	6/30/82	668.65	668.65			326.98	Ţ
275	J.B. KININER & SONS	6/30/82	3,104.02	3,104.02			-0-	Ň
320	MUTUAL OF CMAHA	9/30/82	843.66	843.66		\$ 38.34	806.75	A C
315	MARHOEFER REALTY	6/30/82	2,778.56	2,778.56			-0-	
140	OWENS COFNING	0/30/02	2,770.30	271,101.50			•	
160-180-		5/31/84	2,386.56	2,386.56			1,742.50	
C LEVEL	PARLOR & BACKROOM & STORAGE	9/30/82	710.56	710.56			679.88	
310	SPECIAL RISK	3/3/85	9,849.50	9,849.50			-0-	
2710	SPECIALITY CONSULTANTS	· 6/30/82	356.62	356.62			1.000.00	
C LEVEL	SUPEREITE		3,733.92	3,733.92	-		-0-	
27001	TASA CORFORATION	6/30/82	2,451.12	2,451.12	•		2,500.00	
318	THOMPSON MATELAN & HAWBAKER	10/31/84	879.72	879.72			0-	1
215	THOMPSON MATELAN & HAWBAKER	10/31/84		2,364.72			0- -0-	
170	UNION NATIONAL BANK	3/31/84	2,364.72	676.59			446.50	\
225	DR. DAVID WESSEL	6/30/84	676.59	0/0.07		•		1

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~				GARAGE LEASE S	UMMARY				
RESIDENT	IAL LEASES			•					
APT #	LEASEES NAME	CODE #	RESERVATION #	DEC PAYMENT	JAN PAYMENT PH	REPAID TO	EXPIRATION	DESCRIBTION OF AUTO	
19L	Abbatico	23		27.50	CANCELLED				
24K	Abram	91	74	75.00	75.00		SEE NOTE *	79 Cadillac	
24K	Abram	288		77.00	77.00		++	77 Pontiac	
10K	Adams	169	113		37.50		*	82 Oldsmobile	
CONDO	Alexander	58		75.00	75.00		++	79 GMC Jimmy	
22K .	Amper	. 24 & 25	12 & 13	150.00	150.00		*	75 & 80 Mercedes	
25L	Anderson	160	Option	75.00	75.00		*	79 Cadillac	
L5J	Axthelm	11	28	75.00	75.00		*	76 Cadillac	
16K	Bailey (RO)	148	53	75.00	75.00		*	76 Cadillac	
3K	Baker	134	6	75.00	75.00		*	80 Oldsmobile	
1K	Barraccini	101	94	75.00	75.00		* (	79 Cadillac	
A	Bates	109	44	75.00	75.00		*	75 Chevy	
90	Baugham	6	2	75.00	75.00			80 Lincoln	
5L	Beck	111	107	75.00	75.00		*	79 Oldsmobile 79 Buick	_
25K	Benedum	52	3	75.00	75.00				RO
.5K	Berger	78	21	75.00	75.00	•	* .	<ul> <li>78 Mercedes</li> <li>81 Cadillac</li> </ul>	(a)
26H	Berkman	119	85	75.00	75.00		*	ol Cadillac	L
26J	Berkman	120	86	75.00	75.00		*	81 Cadillac	
16G .	Berkman (RO)	152	87	75.00	75.00		*	76 Cadillac	2
.8G	Berkman (RO)	153	92	75.00	75.00		*	76 Cadillac	-
6K	Berkman		99		New Lease		*	77 Buick	EXH !
1F OC	Blair	80 46	70 120	75.00	75.00 75.00		*	77 Oldsmobile	LÕ
	Bradley (R)			75.00			*	79 Cadillac	~
'M CONDO	Bronaugh Cahn	36 76	123 .	75.00 75.00	75.00 75.00		* ++	80 Honda	
4K		118	101		75.00		*	73 Cadillac	
4K 4F	Cameron Caplan	3	25	75.00 75.00	75.00		*	79 Dodge	
.4 <i>1</i> .6B	Cassello	30	129	75.00	75.00		*	79 Sirocio	
4E	Chirigos	68	119	75.00	75.00		*	79 Mercedes	
.4Ε \$Ε	Ų	114	115	75.00	75.00		*	77 Pontiac	
.5G	Chang Chopping	42	124	75.00	75.00		*	80 Mozda	
.JG .3J	Cohen	53	41	13.01			*	78 Cadillac	
.30 :3C	Clark	85	90	75.00	New Lease 2/1/82 75.00		*	76 Lincoln	
2A ·	Davidson (R)	165	57	75.00	75.00		*		
2F -	Davis	59	121	75.00	75.00		*	78 Grand Prix	
8K	Denny	102	122	170.00	170.00(one outside)	)	*	79 Toyota	
8E	Dougherty	102	30	75.00	75.00		*	75 Mercedes	
9B	Eakin (R)	104	115				* .	79 Rabbit	00.
4D	Eazor	18	23	75.00	75.00		*	78 Lincoln	M.
2L	Eggleston	4	37	75.00	75.00		*	79 Mercedes	Ì

т#	LEASEE NAME	CODE #	RESERVATION #	DEC PAYMENT	JAN PAYMENT	PREPAID TO	EXPIRATION	DESCRIBTION OF AUTO
D	Einusman	.145	88	75.00	75.00		☆ ☆	80 Oldsmobile 78 Cadillac
5	Elovitz	106	110	75.00	75.00		*	82 Olde 77 Mercedes
)	Falk	84 &133	9 & 10	150.00 150.00	150.00 150.00		*+++	79 Olds 78 Cadillac
F	Fischler	39 & 48	20		150.00		*++	79 Olds 78 Cadillac 80 Cadillac 80 Volvo
6C	Friedman	8 & 56 1 & 63	51	150.00 154.00	154.00		++	Honda & Pinto
	Gateway Capital	1 & 63	50	75.00	75.00		*	78 Oldsmobile 77 Plymouth
'K	Gieg	142	81	75.00	75.00		*	
G	Glynn KDKA (R)	49	01	75.00	75.00		*	Floating 80 Cadillac 79 Monza 78 Pontiac
: .C	Gorell	51	96	75.00	75.00		*	80 Cadillac
5F	Hahn (RO)	54	67	75.00	75.00		*	79 Monza
)r ;	Hall $(R)$	22	103	75.00	75.00		*	78 Pontiac 78 Cadillac
HJ	Hansen	67		75.00	Cancelled		*	Floating
	Harbison Walker	75	58	75.00	75.00			81 Omega
Ø	Harris	150	Option	75.00	75.00		*	79 Cadillac
Ĝ	Hoban	96	84	75.00	,		*	•
3	Hubacher	167	102		75.00 75.00		*	77 Ford G Floating
÷	Jones & Laughlin	86	19	75.00 75.00	75.00		*	76 Mercedes
)C	Karimkhami	93	93 45 & 46	459.00	72.00		*+-	74 Lincoln,69 Rolls,80 .
ABC	Katz	65,60,66	45 & 40	455.00	12100			74 Lincoln, 59 Kolls, 50 Cadillac 77 Pontiac 79 Jaguar 77 Chevy, 79 Chevy
		15	4	75.00	75.00		*	77 Pontiac
5C	Kennedy	40	126	75.00	75.00		*	79 Jaguar
м	Kimball Kindelberger	155,156	66	150.00	150.00		*++	77 Chevy, 79 Chevy
E	Kindelberger Kortanek (R)	143	not closed	75.00	75.00		* *	75 Chevy 81 Chevy
IM 1	Kreindler (R)	166	100	75.00 🗂	75.00		*	Floating
3D	Landale (R)	88	91	75.00	75.00	2/28/82	*	76 Oldsmobile
lC	Lambeth	170	118		75.00		*	77 Porsche
3	Lapietra (R)	139	27	75.00	75.00 75.00		*	77 Plymouth
ŜF	Lee	94	54	75.00	75.00		*	73 Mercedes
5E	Levy	34	8	75.00 75.00	75.00		*	79 Pontiac
2B	Lloyd (R)	164	80	157.00	157.00		*++	72 Ford,75 Ford
4L	Loughney	9,21 172	39 Option	75.00	75.00		*	79 Lincoln
3B ·	Mateczak		89	75.00	75.00		*	77 Lincoln
DD	Maloney (R)	83 70	89 97	75.00	75.00		*	71 Mercedes
BC	Marhoefer	132	125	75.00	75.00		*	79 Pontiac 80 Cadillac
ζ	Menear	132	115	75.00	75.00	7/31/82	*	70 Mercedes
1H- 0K	Merchant Miller	61	35	75.00	75.00 75.00		* *	70 Mercedes 78 Pontiac

ملاحد

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	TIAL LEASE SUMMARY CON	TINOED						
APT#	LEASEE NAME	CODE#	RESERVATION #	DEC PAYMENT	JAN PAYMENT	PREPAID TO		
11ø	Moss (R)	147	106			THEFT ID	EXPIRATION	DESCIRBTION OF AUTO
11J	McDermitt(R)	62		75.00	75.00		*	<b>T</b> 17
5C	McDowell	35,124	112 48	75.00	75.00		*	Floating
25C	McLean	13		. 152.00	152.00		*++	71 Oldsmobile
19J	McMahon	105	17 22	75.00	75.00		*	77.Ford,81 Oldsmobile
12E	Nass (R)	157		75.00	75.00		*	70 Cadillac
<b>1</b> 1B	Nicorera	140	111 77	75.00			*	78 Avanti
17B	Niedbala	50	26	75.00	75.00		*	81 Cutlass Floating
26D	Oseroff	81, 47	28 64	- 0 -	- 0 -		*	
16E	Osterwald	151	04	150.00	150.00		*++	76 Plymouth
l6G	Paxinos	127		75.00	75.00		++	77 MG, 77 Líncoln 81 Ford
D	Pennington .	97	105	_			++	73 Ford
6E	Piepoint	5	105 68	75.00	75.00		*	
L	Pollack	16	14	75.00	75.00		* `	78 Oldsmobile 76 Chevy
1L	Poole	138	14	75.00	75.00		*	
EFGH	Porter	43,44,38		75.00	75.00		*	81 Cadillac 79 Lincoln
		40,44,00	32,33,34,71	225.00	. 225.00		*	
С	Purdy	141	5					76 Mercedes, 74 Mercedes 💦
5D	Randall (R)	137	59	75.00	75.00		*	79 Buick
ĸ	Rangos	125,126	55	75.00	75.00		*	70 Fand
1K ·	Rauch	131		150.00			*++	
8D	Reuter	9	61	75.00	75.00		++	Floating R 81 Cadillac
OHJ	Rich	57,69	127,128	75.00	75.00		*	81 Cadillac
3G	Robinson Jr.	14	24	150.00	150.00		*	80 Ford,82 Lincoln
RC	•	<b>*</b> 4	24	75.00	75.00	3/31/81	*	80 Ford,82 Lincoln 78 Pontiac
2D	Schrieber Shapiro	122		. – 0 –	- 0 -			
IK	Sidwell	159	73	75.00	75.00		++	Floating
5AB		100	62,82	75.00	96.66 Credit .	Annidant	*	79 Cadillac
)B	Smith '. Smoot	144	52	75.00	75.00	Accident	*	81 Volvo
B	Soloman (R)	135	15	75.00	75.00		*	78 Buick
5	Steiner (R)	98	79	75.00	75.00		*	79 Cadillac
ED	Stepanion	116	108	75.00	75.00		*	80 Buick
K	Stoner (RO)	55,149	60,63	150.001	150.00		*	78 Buick
D .		17	76	75.00	75.00	9/30/82	* *	Floating
E	Tankersley Tannenbaum	90	83	75.00	75.00	51 501 02	*	80 Dodge
G		41,123	49 Sidwell	150.00	150.00		* •	80 AMC
K	Tomlin (R) Treize	2	1	75.00				73 Pontiac,78 Mercury
	11 6126	99	78	75.00	75.00		*	Floating 78 Oldsmobile

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RESIDENT	AL LEASE SUMMARY CONTINUED		RESERVATION#	DEC PAYMENT	JAN PAYMENT	PREPAID TO	EXPIRATION	DESCIRBTION OF AUTO
APT# 9D,7D 6J 20D 22E 25M 21H 10EF 7N 16Ø 22N 22CD 14B 10M 16M	LEASEE NAME Walker Weintraub (R) Weisberg White Willimson Winnecour Wolf Wolovitz Young Zannitti Zapp Zeman (R) Pitterich Bein (R)	CODE# 28,29 168 108 33 146 162 26,27 20 163 7 92,77 161 171 173	RESERVATION# 31,65 104 56 47 Option 98 42,43 40 Option 38 69,75 72 Option 130	150.00 75.00 75.00 75.00 150.00 75.00 75.00 75.00 150.00 75.00	150.00 55.00 pro-rat 75.00 75.00 75.00 150.00 75.00 75.00 75.00 75.00 75.00 75.00 75.00 75.00 75.00	.ed	* ** ** ** ** ** *	<pre>78 &amp;80 Chevy 81 Chevy 79 Cadillac 79 Buick 78 Chevy 79 Chevy 76 Cadillac,79 Buick 77 Pontiac 81 Cadillac 80 Buick 55 Ford,Float 82 Chevy Floating 81 Pontiac</pre>

### CODE::::

\* Represents yearly lease

++ Represents month to month lease (R) Renter holds lease

(RO) Owner holds lease as part of rental Floating - passable sticker for rental cars Describtion- Based on information given to TRC "Option: To apply for Reservation Number at time of closing

Ехнізіт". 2" Расе 5 % 9

WIL6436 MIE 596

· •	·		GARAGE LE	ASE SUMMARY				
INSIDE CO	MMERCIAL							
SUITE #	LEASEE NAME	CODE #	COMMERCIAL TENANT	DEC PAYMENT	JAN PAYMENT	EXPIRATION	DESCRIBTION OF AUTO	
120	Adams	205	Dr. William Adams	77.00			Floating	
217	Andrews	245	Allegheny Biologicals	77.00	77.00	++	80 Ford Bronco	
200		249,250,251	Assoc Communications	231.00	231.00	++	79 Buick,78 Pontiac 78 BMW	
380	Bedford	240	Barbizon	77.00	77.00	++	Floating	
315	Marhoefer (C) (=)	214,71	Marhoefer Realty	240.00	240.00	++	80,Plymouth,80 VW	
130	Bender	258	Owens Corning	77.00	77.00	++	80 Buick	
310	Bolt	202,232	Special Risk	154.00	154.00	**	79 Ford, 78 Ford	
235	Jackson (C)	212	Brohlin, Powell	77.00	77.00	++	76 MGB	4
340	Brevard	272	Colopy Dale	77.00	77.00	++	80 VW	
340	Dale	264	Colopy Dale	77.00	77.00	++	76 Jaguar	
340	Moser (C)	259	Colopy Dale	77.00	77.00	++	80 Buick	
350	Ferraro, Pierson (C)	270,226	Corporate Training	154.00	154.00	4-+	79 Buick,80 Pontiac	
370	Gilbraith	208	Barbizon	77.00	77.00	<del>++</del>	80 Cadillac	:
255	Grina	237	Dr. Grina	77.00	Res Option 32.00	++	80 Audi	60
275.	Kintner	248,246	Kintner & Sons	154.00	154.00	++	76 Cadillac, 80 Olds	:
265	Knight	209	Diamond Int	77.00	77.00	+++	81 Chrylser	F
с	D. Gin Song (C)	210	Leslie Edwards	77.00	77.00	++	80 Honda	.t
-	McCloy	236	Union National	65.00	65.00	*	Floating .	HiB
320	Mutual of Omaha	281,282,283						
		284	Mutual of Omaha	308.00	308.00	*	Floating	2
318	Osbey	241	Thompson Matelan	77.00	77.00	++	78 Toyota 80 Pontiac	ĒX
140	Pagano	203	Owens Corning	77.00	77.00	++		~
160	Murphy	247	Parlor	ACCIDENT	ACCIDENT	<del>**</del>	74 El Camino 77 Pontiac	
140	Pleasants	228	Owens Corning	77.00	77.00	++	80 Omega	
160	Rickerts	-	Parlor	77.00	ACCIDENT	++	80 Omega 81 Chrysler	
230	Robson	201	BBDO .	77.00	77.00	++	77 Chevy	
140	Schmidt	262	Owens Corning	77.00	77.00	++ ++	80 Ford	
265	Showalker	216	Diamond Int	77.00	77.00	<del>1</del> -1-		
2710 ·	Specialty Con (C)	255,253,217 218,219,222						
		223,224,225,				1 	See card file	
		227,239,	Specialty Con	847.00	847.00	*	79 Mercury	5
с	Lieberman	211	Superette	77.00	77.00	++	19 Mercury	25
2701	Tasa Corp. (C) (=)	289,290,291				*	See Card File	1
318	Thompson, Matlen (C)	292,293,294 207,230,254,	Tasa Corp.	537.00	ACCIDENT	ж	Dee cala Lite	M.
	mompoon, merch (0)	267,271	Thompson Matlen	385.00	385.00	*	See Card File	

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INSIDE C	OMMERCIAL LEASE SUMMAR	Y CONTINUED						
<u>suite#</u>	LEASEE NAME	CODE #	COMMERCIAL TENANT	DEC PAYMENT	JAN PAYMENT	EXPIRATION	DESCRIPTION OF AUTO	
200 140 245	Komichak (C) Wasson Katz& Fronduti	252 240 207,213	WPIT + lVisitor Owens Corning Katz & Fronduti	154.00 77.00 154.00	154.00 77.00 154.00	, ++ ++ ++	80 Lincoln 80 Pontiac 78 Olds,79 Cadillac	

H Represents month to month lease
See Tenant Lease
(C) Company holds lease

(=) Résidential lease payment included in Commercial payment

WI. 6436 MG 598

EXHIBIT B. PAGE 749

. ``			OUTSIDE C	OMMERCIAL LEASE SUMMARY	
CODE #	LEASEE NAME	DEC PAYMENT	JAN PAYMENT	DESCRIBTION OF AUTO	
339 Temp 305 329 303 307	Baily Bichl Blacka Bogut Caropresi Christensen	95.00 95.00 95.00 95.00 95.00	95.00 95.00 95.00 95.00 95.00	81 Toyota 81 Ford 77 Oldsmobile 81 VW 78 Chrysler 81 Volvo Hospitalized	
319 304 334,316 318,317	Crum Durian Fortune Nat	95.00 95.00 457.00	95.00 457.00	77 Toyofa 78 Datsun See Card File	0 2 2
204 3 32 309 340 330, 331 324 311 312 Temp 158 320 333 306 308 321 327 310 328	Freidberg Furhrer George Greenwald James KDKA Kudzma Meredith Matczak Mosites Newman Pallan Parian Sanders Sieving Simple Tannehill Van-Dine- Saywer	95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00	95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00 95.00	<pre>76 Mercedes 81 Lincoln 78 Datsun 77 Checker 80 Buick Van &amp; Wagon 74 Ford 77 Chrysler 79 Chevy 80 Corvette Hospitalized 80 Datsun 80 Chrysler 79 Buick 65 Ford 78 Ford 77 Oldsmobile 81 Buick 80 Honda 78 Lincoln</pre>	EXHIBIT "B" " " " " " " " " "

RE-CAP OF GARAGE INCOME JANUARY, 1982

TOTAL LEASE INCOME

\$ 16,695.50 '

PAST DUE: Cassalles \$ 75.00 \$150.00 Eakin \$ 75.00 Hoban \$153.00 Katz \$ 75.00 Nass Paxinos \$300.00 Rangos Tomlin \$150.00 \$ 75.00 \$ 77.00 \$ 56.92 Adams Tasa \$305.00 Christensen \$ 95.00 \$ 95.00 \$ 95.00 Crum Fuhrer Kudzma

\$1,776.92

## Charges Due TRC

Arnheim	\$ 5.50
Barraccini	\$ 12.00
in the second	\$50:
Harris	\$ 43.25
Hoban	\$ 4.25
Lee .	
Lloyd	\$ 10.50
Miller	\$ 11.75 \$ 10.50 \$ 21.00 \$ 2.25 \$ 17.50 \$ 12.75 \$ 26.25 \$ 6.25 \$ 12.25 \$ 7.75 \$ 27.75
Nass	\$ 5 <b>.</b> 00
Nicotera	\$ 2.25
Piepoint	\$ 17.50
Maloney	\$ 12.75
Tomlin	\$ 26.25
Zapp	\$ 6.25
Bohlin Powell	\$ 12.25
Corporate Tran	\$ 7 <b>.</b> 75
Union Nat	\$ 27.75
Specialty Con	\$ 81 <b>.</b> 75
Thompson Mat	\$199.25

\$1,001.25 507,00 (Le

# \* NOTE: THIS FIGURE DOES NOT INCLUDE JANUARY CHARGES OWED TRC

### PREPAID LEASES

Landale	\$ 75.00	
Merchant	\$450.00	
Sidwell	\$ 96.66	
Stoner	\$610.00	
Robinson	\$150.00	TOTAL PREPAID

\$1,381.66

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EXHIBIT B PAGE 9 19 AVOL 6436 PAGE 600

JAN 28.62 3931 . 2 ASSIGNMENT OF LESSOR<sup>®</sup>S INTEREST IN LEASES BY: ł, THREE RIVERS CAPITAL, INC. a Georgia corporation DAY CF . January. CL'ans Lo TV ATE OF RECORDED IN THE OFFICE FOR THE RECORDING OF S3, ETC. IN AND FOR THE SAID COUNTY, ON THE 28th CF . JEMNERY.....A.D., 19..8211...Deed...... K VOL. . $6425.../F_{ACE}$ , 5571TINESS LY HAND AND T0: 1923 DUQUESNE PARTNERS L.P., a Delaware Limited Partnership PERTANATA ٤,1 Jan 28 RECORDER OF DEEDS 60 WILDAGO MUE COL D 78° NA 87 Ð 3 e. 3 Mail to; AND YEAD AFORESAID. CAC: RECORDER 0 0 Nançy B. Young Attorney Porter, Wright, Morris & Arthur 37 West Broad Street Columbus, Ohio §3215 P. O. Naly Co., 427 Fourth Avenue, Pittsburgh, Pn. 15219