## STATE OF PENNSYLVANIA

## COUNTY OF ALLEGHENY

## ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT, made thish 7 Ti day of VANCARY, 1982, by THREE RIVERS CAPITAL, INC., a Georgia corporation (hereinafter called "Seller"), to DUQUESNE PARTNERS L.P." a Delaware Limited partnership (hereinafter called "Buyer"). N

## WITNESSETH:

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.
（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＂。


BUYER：
DUQUESNE PARTNERS L．P．\＆f
By：CONTINENTAL FAIPVIEW GROL？，INC．， A General Partner

（CORPORATE SEAT＂YダMdか

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

On this 27 to day of Cumeaket
，1982，before me，a Notary
Public，the undersigned officer perछ́onally appeared，Robert S．Beauchamp， who acknowledged himself to be the President of THREE RIVERS CAPITAL，INC．， a Georgia corporation，and that as such President，being authorized to do 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 seal

My Commission Expires：


## STATE OF PENNSYLVANIA

## COUNTY OF ALLEGHENY

On this $\frac{27 \text { th }}{}$ 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.

My Commission Expires:


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. $2^{n}$ (as described on Exhibit "A" attached hereto and by this reference incorporated herein and made a parc hereor) and the portions of the building known as "Gaceway Towers" (as described on Exhibit "B" attached hereto and by this ceference incorporated herein and made a part hereof) which occupy the following described air space:
(i) ALL that certain real property situate in the and Ward of the City of Pittsburgh, Allegheny County, Pennsylvaniz, consisting of a cube or polyhearon, which Iles above (but not below) a horizontal plane (saia hozizontal plane being below the zoncrete slab forming the ist floor of Gatevoy Tovers), the elevation of which horizontal plane is 723.95 feet, measured vertically above sea level as established by the United States Cosst and Geodetic Survey, and which lies below (but not above) a horizontal plane (said horizontal plane being below the concrece slab forming the sth floor of Gateway Tovers), the elevation of which horizontal plane is 765.07 feet, measured vertically above sea level as established by the United Stares Coast and Geodetic Survey, and which is bounded by 4 vertical planes which are formed by projecting vertically upuard and downera, the boundaries of that certain plot or parcel of land described as Zollows together with the portions of Gatevay Towers lying uithin 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 Gatevay Plan of Lots No. 2 of record in the office of the Recorder of Daeds of Allegheny County, Pennsylvania in Plan Book Volume 110, pages $94-96$, inclusive, more particularly bounded and described, as Eollows:

Beginning at a point on the easterly side of Commonwealth Place, said point being North $18^{\circ} 56^{\circ} 85^{\circ}$ West a distance of 38.00 feet Erom the line dividing Lot Nosa 2 and 3 in said Gateway Plan of Lots No. 2: thence from said point of Leginning through Lot No. 2 along a line parallel to ana 4.00 Eeec perpendicular southwardly Erom the side of Gateway Towers the following courses and distances:

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North $71^{\circ} 05^{\circ} 15^{\circ}$ East a distance of 25A.00 feet to a point; North $18^{\circ} 54^{\circ} 4^{\circ}$ West a distance of 80.00 feet to a point; South $71^{\circ} 05^{\prime} 15^{\prime \prime}$ 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 $18^{\circ} 54^{\circ} 4^{\prime \prime}$ 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, Dennsylvania, which lies above (but not below) a horizontal plane [said horizontal plane being below the concrete slab forming the 27 th Floor (there being no l3th floor) of Gateway Towers]. the elevation of such horizontal plane being 974.07 Eeet, measured vertically above sea level as established by the United States Coast and Geodecic 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 Pian Book Volume 110, pages 94-96, inclusive, more pareicularly bounded and described, as follows:

Beginning at a point on the easterly side of Commonwealth place, said point being North $18^{\circ} 54^{\prime} 45^{\prime \prime}$ 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 $71^{\circ} 05^{\circ} 15^{\prime \prime}$ East a distance of 254.00 feet to a point; North $18^{\circ} 54^{\prime \prime} 45^{\prime \prime}$ West a distance of 80.00 Eeet to a point; South $71^{\circ} 05^{\prime} 15^{\prime \prime}$ 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 $18^{\circ} 54^{\circ} 45^{\prime \prime}$ 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 subterzanean 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 lst floor of Gateway Towers), the elevation of which horizontal plane is 728.95 Eeet, measured vertically above sea level as estab-
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lished by the United States Coast and Geodecic 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 downard, the boundaries of that certain plot or parcel of land described as follows, together with the portions of the aforesaid building lying wit: in the 6 planes forming said cube or polyhedron of real property:

ALL that ceitain 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 llo, 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 $18^{\circ} 54^{\prime} 4^{\prime \prime}$ 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 710 05' $15^{\prime \prime}$ East a distance of 254.00 feet tu a point;
North $18^{\circ} 54^{\prime} 4^{\prime \prime}$ West a distance of 80.00 feet to a point; South $71^{\circ} 05^{\prime} 15^{\prime \prime}$ West a distance of 253.78 feet tu a point; then
along the easterly side of Commonwalth 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 $18^{\circ} 54^{\prime} 45^{\prime \prime}$ 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 1l0, 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 $18^{\circ} 54^{\circ}$ $45^{\prime \prime}$ West a distance of 42 feet more or less to a point on the facing of the exterior wall of Gateway Towers; thence North $71^{\circ} 05^{\circ}$ $15^{\circ}$ 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. I and 2 in said plan; thence South $180545^{\prime \prime}$ 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 $71^{\circ} 05^{\prime} 15^{\prime \prime}$ 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

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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);
(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 9496, 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 $18^{\circ} 54^{\prime}$ 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 $71^{\circ} 05^{\prime} 15^{\prime \prime}$ 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 $18^{\circ} 54^{\prime} 4^{\prime \prime}$ East a distance of 43.43 feet;
(2) South $11^{\circ}$ A2 $2^{\circ} 45^{\circ}$ East a distance of 4.95 feet;
(3) South $18^{\circ} 08^{\circ} 00^{\prime \prime}$ East a distance of 22.82 feet to a point; and
(4) South $18^{\circ} 54^{\prime} 45^{\prime \prime}$ 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 710 05' $15^{\prime \prime}$ West a distance of 147.67 feet to a point;
(b) North $18^{\circ} 54^{\circ} 45^{\circ}$ West a distance of 4.33 feet to a point;
(c) South $71^{\circ} 05^{\circ} 15^{\prime \prime}$ West a distance of 51.17 feet to a point;
(d) South $18^{\circ} 54^{\prime} 45^{\prime \prime}$ East a distance of 1.33 feet to a point; and
(e) South $71^{\circ} 05^{\circ} 15^{\prime \prime}$ West a distance of 51.58 feet to a point on the easterly side of Commonwealth place at the place of beginning.



## GARAGE LEASE SUMMARY

## RESIDENTIAL LEASES



## RESIDENTIAL LEASE SUMMARY CONTINUED



## RESIDENTIAL LEASE SUMMARY CONTINUED





INSIDE COMMERCIAL LEASE SUMMARY CONTINUED

| SUITE\# | LEASEE NAME | CODE \# | COMMERCIAL TENANT | DEC PAYMENT | JAN PAYMENT | EXPIRATION | DESCRIPTION OF AUTO |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 200 | Komichak ( ${ }^{\text {( })}$ | 252 | WPIT + lVisitor | 154.00 | 154.00 | + | 80 Lincoln |
| 140 245 | Wasson | 240 | Owens Corning | 77.00 | 77.00 | + | 80 Pontiac |
|  | Katz\& Fronduti | 207,213 | Katz \& Fronduti | 154.00 | 154.00 | $+$ | 78 Olds, 79 Cadillac |

+ Represents month to month lease
* See Tenant Lease
(C) Company holds lease
( $=$ ) Rėsidential lease payment included in Commercial payment

total lease income
\$ $16,695.50$.
Past due:

| Cassalles | $\$ 75.00$ |
| :--- | ---: |
| Eakin | $\$ 150.00$ |
| Hoban | $\$ 75.00$ |
| Katz | $\$ 153.00$ |
| Mas | $\$ 75.00$ |
| Paxinos | $\$ 300.00$ |
| Ranges | $\$ 150.00$ |
| Tomlin | $\$ 75.00$ |
| Adams | $\$ 77.00$ |
| Tass | $\$ 56.92$ |
| Christensen | $\$ 305.00$ |
| Crim | $\$ 95.00$ |
| Fuhrer | $\$ 95.00$ |
| Kudzma | $\$ 95.00$ |
|  | $\$ 1.776 .92$ |

Charges Due TRC

$\Rightarrow$ 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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