

TAX AGREEMENT

MADE this 19th day of June, 1979,

By and Among

THREE RIVERS CAPITAL, INC. ("Three Rivers"), a Georgia corporation having its place of business at Suite 213, 66 Luckie Street, Atlanta, Georgia 30303,

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THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES ("Equitable"), a New York corporation having its principal place of business at 1285 Avenue of the Americas, New York, New York 10019.

WITNESSETH :

WHEREAS, Three Rivers and Equitable each own certain interests in the following described premises (the "Land"):

ALL that certain lot or parcel of land situate in the Second Ward of the City of Pittsburgh, being 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 40, Page 74-76, 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 ft. 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 ft. 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 ft;
- (2) South 11° 42'45" East a distance of 47.95 ft;
- (3) South 18° 08'00" East a distance of 22.82 ft. to a point;
and
- (4) South 18° 54'45" East a distance of 18 ft. to the south-easterly 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" East a distance of 147.67 ft. to a point;
- (b) North 18°54'45" West a distance of 4.33 ft. to a point;
- (c) South 71°05'15" West a distance of 51.17 ft. to a point;
- (d) South 18°54'45" East a distance of 4.33 ft. to a point; and
- (e) South 71°05'15" West a distance of 51.58 ft. to a point on the easterly side of Commonwealth Place at the place of beginning.

WHEREAS the respective interests of the parties hereto in the Land are as follows:

- 1) Three Rivers: the fee estate in the Land and the existing garage located beneath the surface of the Land subject to the reservation of certain subterranean space for a loading dock, and subject to the rights of Equitable referred to below.
- 2) Equitable: the right to use the surface of the Land for the construction of a garage on the surface, and rights incidental thereto, subject to the express covenants and conditions set forth in a certain Deed from Equitable to Three Rivers dated the date hereof of record in the aforesaid Office as Instrument No. 40867; and

WHEREAS, the parties hereto are desirous of entering into this agreement for the purpose of establishing between themselves and their respective successors and assigns, the liability for the payment of ad valorem taxes assessed against the Land.

NOW THEREFORE :

1. If the respective interests, of the parties in the Land are not separately assessed for real estate taxes or if separately assessed and either party hereto gives notice to the other party hereto that in the opinion of the party giving the notice (a) the assessment is excessive, (b) the interest of either party is not assessed or (c) the total assessment is inequitably apportioned between the parties hereto, the pertinent party or parties hereto will as to the subject matter of (a), above, appeal the assessment, if the aforesaid notice is given not less than 5 days prior to the expiration of the period allowed for appeals, and as to the subject matter of (b) or (c), above, will follow the procedures set forth in Paragraph 2 hereof. For the purposes hereof an assessment for real estate taxes shall be deemed to be an assessment made by the Board of Property Assessment

Appeals and Review of Allegheny County Pennsylvania or any department or agency hereafter performing similar functions (the "Assessor"). Notices given pursuant to the provisions of (b) and (c) this Paragraph 1 shall be effective only if given within the year for which an assessment for real estate taxes is made.

2. If within 60 days after receipt of notice given pursuant to Paragraph 1 hereof with respect to items (b) or (c) thereof the parties cannot agree as to the apportionment between them of taxes assessed against the Land, the parties hereto will cause such apportionment to be arbitrated in accordance with the provisions of Paragraph 3 hereof.

3. Any controversy, claim or dispute between the parties directly or indirectly concerning the subject matter of Paragraph 1 of this Agreement or the subject matter hereof, including questions concerning the scope and applicability of this Paragraph, shall upon application of any party hereto be resolved by arbitration in the City of Pittsburgh, Pennsylvania, in accordance with the rules then obtaining of the American Arbitration Association, including those for the appointment of one or more arbitrators. Such arbitration shall constitute an exclusive remedy hereunder. The arbitrators shall have the right and authority to determine how their decision or determination as to each issue or matter in dispute may be implemented or enforced. In the absence of fraud, misconduct, corruption or other similar irregularity the arbitration award shall be final and binding upon the parties and shall not be subject to judicial review. Judgment upon such decision or award may be entered in any competent court in the Commonwealth of Pennsylvania, and application may be made to such court for confirmation of such decision or award, for an order of enforcement and for any other legal remedies which may be necessary to effectuate such decision or award. Each party hereto hereby consents to the jurisdiction of any such court as to any matter arising out of arbitration or the enforcement thereof. Any party hereto may submit to the arbitrators for consideration any available evidence as to the value of their respective interests, including without limitation evidence as to potential uses and actual uses of the Land for a surface garage and for an underground garage.

4. Notwithstanding any controversy between or among parties hereto the parties hereto will each promptly pay any taxes assessed against them as to their respective interests in the Land before any penalty attaches thereto for delinquent payment.

5. Each party hereto will bear its own expenses (including fees and expenses of its own counsel) in connection with the matters contemplated hereby. All costs and expenses relating to tax appeals and arbitrations shall be shared equally.

6. This Agreement constitutes and contains the entire and only agreement between the parties, and supersedes and cancels any and all pre-existing agreements and understandings between the parties relating to the subject matter hereof. Any and all prior and contemporaneous negotiations and preliminary drafts and prior versions of this Agreement, whether signed or unsigned, leading up to the execution hereof shall not be used by any party to construe the terms or affect the validity of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied on by any party.

7. This Agreement may be amended, renewed, extended or cancelled only by a written instrument executed on behalf of each of the parties hereto in the same manner in which this Agreement is executed, and no party shall at any time in any way assert or contend that any amendment, extension or cancellation of this Agreement (or of any part or parts hereof, including this Paragraph) has been made other than by a written instrument so executed.

8. All of the provisions of this Agreement, insofar as they are applicable to the parties hereto, shall be taken and construed as the covenant of such party or parties respectively to do or perform the thing or act specified or not to do the act or thing inhibited.

9. All notices, demands and other communications which may or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing, shall be given either by personal delivery or by certified or registered United States mail, return receipt requested, and shall be deemed to have been given or made when personally delivered or when deposited in the United States mail as aforesaid, postage prepaid, addressed to the respective parties as follows:

If to Equitable:

The Equitable Life Assurance Society
of the United States
1285 Avenue of the Americas (32nd Floor)
New York, New York 10019

Attention: Management Department, Servicing Division

with a copy to:

The Equitable Life Assurance
Society of the United States
Gateway Center Management Office
3 Gateway Center
Pittsburgh, Pennsylvania 15222

Attention: General Manager, Gateway Center

If to Three Rivers:

Suite 213
66 Luckie Street
Atlanta, Georgia 30303

or to such other address and to the attention of such other person as the parties hereto from time to time may specify by notice to the other.

10. If any provision of this Agreement, or application thereof to any party hereto or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision of application, and to this end the parties hereto agree that the provisions of this Agreement are and shall be severable.


11. This Agreement shall for all purposes be deemed to be a covenant running with the Land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and successors in interest in the Land.

12. This Agreement shall be deemed to be an agreement made under the laws of the Commonwealth of Pennsylvania, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

WITNESS the due execution hereof.


Attest:

THREE RIVERS CAPITAL, INC.


J. Brown
Secretary
[Corporate Seal]

By: [Signature]
President

EQUITABLE:
THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES


[Signature]
E. C. Patrick
Assistant Secretary

By: [Signature]
W. J. [Name] Vice President

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 19th day of June, 1979, before me, a Notary Public, the undersigned officer, personally appeared T. J. Fitzpatrick, who acknowledged himself to be a Vice President of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation, and that he as such Vice 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 Vice President.

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



Walter F. Allen
Notary Public
WALTER F. ALLEN
Notary Public, State of New York
Qualified in Kings Co. No. 24-5053000
Cert. filed in New York County
Commission Expires March 30, 1980

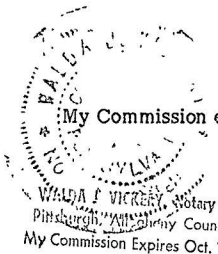
My commission expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 21st day of June, 1979, before me, a Notary Public, the undersigned officer, personally appeared Robert W. Pennington who acknowledged himself to be President of THREE RIVERS CAPITAL INC., a Georgia corporation, 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.

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

Walden F. Vickrey
Notary Public
[Notarial Seal]



My Commission expires:

WALDEN F. VICKREY, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Oct. 14, 1982

JUN 22 1979

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TAX AGREEMENT

BY AND AMONG

THREE RIVERS CAPITAL, INC.

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[Signature]

THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

MAIL TO:
J. Leonard Smith
P.O. Box 2009
Pittsburgh, PA 15230

6122 P. 854

STATE OF PENNSYLVANIA } S.S.
COUNTY OF ALLEGHENY

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THIS 22nd DAY
OF June A.D. 19 79 IN DEED
BOOK VOL. 6122 PAGE 818 WITNESS MY HAND AND SEAL
OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

[Signature] RECORDER

