

RAMP AGREEMENT

Made this 14th day of June, 1979,

BY AND BETWEEN

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation having its principal place of business at 1285 Avenue of the Americas, New York, New York 10019, party of the first part,

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THREE RIVERS CAPITAL, INC., a Georgia corporation ("Three Rivers") with offices at Suite 213, 66 Luckie Street, Atlanta, Georgia 30303, party of the second part.

WITNESSETH:

WHEREAS, Three Rivers has acquired from Equitable interests in certain property in the Second Ward of the City of Pittsburgh, Pennsylvania, known as 320 Fort Duquesne Boulevard, consisting of a 26-story apartment building (the "Building") and has acquired from Equitable an underground garage (the "Underground Garage") by Deed of even date herewith, recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania; and

WHEREAS, Three Rivers and Equitable are desirous of entering into this Agreement with respect to the use of a certain private roadway and ramp (the "Ramp") owned by Equitable affording access to the Underground Garage and to other properties of Equitable.

NOW, THEREFORE, the parties hereto, each intending to be legally bound, covenant and agree as follows:

1. Equitable hereby grants to Three Rivers, its successors and assigns, tenants, business visitors and invitees the right of ingress, egress and regress in vehicles in common with others to and from the entrance of the Underground Garage and Fort Duquesne Boulevard, a public thoroughfare of the City of Pittsburgh, over the Ramp owned by Equitable and affording access to the Underground Garage, which Ramp is shown

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on a survey made by Braun & Fulton, C-8518, Drawing No. 60848, dated July, 1962, revised October 26, 1962 (which survey has been initialed on behalf of the parties hereto), excepting and excluding any portion of such Ramp lying southerly of line parallel to Fort Duquesne Boulevard and 240.2 feet southerly therefrom, measured along the centerline of Fancourt Street vacated by Ordinance No. 366, approved October 11, 1961, City of Pittsburgh Ordinance Book Volume 64, page 199.

2. Equitable will maintain the Ramp and will keep the same clean and free from accumulations of ice and snow and will, when in the opinion of Equitable such is necessary, provide electric lighting. Three Rivers will pay for the use of the Ramp, as aforesaid, and for the aforesaid services the sum of \$2,400 per year in equal monthly installments of \$200 each beginning on the first day of the first month after the date hereof, and continuing on the first day of each and every month thereafter until the first day of the sixty-first month after the date hereof, upon which date and thereafter upon each succeeding fifth anniversary of each date said charges shall be adjusted based upon the Consumer Price Index prepared by the Bureau of Labor Statistics of the United States Department of Labor for All Urban Consumers (CPI-U) and payments from and after said adjustment dates shall be made upon the basis of increases or decreases reflected by said adjustments. For the purposes hereof, the Index in effect 30 days prior to each 5-year adjustment date shall be used to determine said adjustments and the amounts payable hereunder.

3. Equitable will keep the Ramp open for vehicular traffic at all times but may from time to time at times determined by Equitable to cause the least inconvenience, close a portion of the Ramp for purposes of maintenance and repair and Equitable shall not be liable to Three Rivers for any circumstances beyond Equitable's control, which may prevent the Ramp from being open for vehicular traffic.

4. Three Rivers recognizing that the rights hereby granted may be exercised in common with others, will not cause or allow the Ramp to be obstructed by parked vehicles or otherwise and will make all reasonable efforts to prevent any such obstruction by Three Rivers' tenants, business visitors and invitees.

5. This Agreement shall remain in full force and effect for so long as the Building and the Underground Garage, either of them or any rebuilding or reconstruction of same shall exist, but shall terminate upon the removal of both said structures unless Three Rivers, its successors or assigns surrender the rights granted herein prior to the removal of such structures. In case Three Rivers notifies Equitable of its intention to rebuild said Building and Underground Garage, this Agreement shall remain in full force and effect.

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6. Equitable may assign this Agreement to a person, firm or corporation to whom Equitable shall lease or transfer all or a part of the adjacent premises owned by Equitable provided, however, that Equitable shall include in any deed or lease to the premises conveyed or leased, a covenant running with the land to the effect that the owner or lessee thereof, as the case may be, will be bound to comply with the provisions, covenants and agreements of Equitable hereunder. Three Rivers may assign this Agreement after all mortgages and other liens in favor of Equitable or its successors or assigns upon all or part of the Building, the Underground Garage, the land upon which the Building is built and the land under which the Underground Garage is situate, are fully satisfied and discharged of record, to any party who shall become the owner or lessee of the Underground Garage. Any party to whom a transfer is made either by Equitable or Three Rivers pursuant to the provisions of this Paragraph 6 is hereinafter referred to as a "Permitted Transferee".

7. This Agreement is intended to benefit only the parties hereto, their respective successors and assigns and Permitted Transferees. This Agreement is not intended for the public benefit or the benefit of any other party. Accordingly, the enforcement of rights and remedies hereunder shall be vested solely and exclusively in the parties hereto their respective successors and assigns, and Permitted Transferees.

8. 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

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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.

9. This Agreement may be amended, renewed, extended or cancelled only by a written agreement executed on behalf of each of the parties hereto in the same manner in which this Agreement is executed and neither 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 9) has been made other than as aforesaid.

10. This Agreement constitutes and contains the entire and only agreement between the parties relating to the subject matter hereof and supersedes and cancels any and all pre-existing agreements and understandings between the parties relating to the subject matter hereof. No prior and contemporaneous negotiations between the parties leading up to the execution hereof shall be used by either 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 either party.

11. No waiver of any provision of this Agreement nor consent to any departure herefrom shall in any event be effective except by a written instrument executed in the same manner in which this Agreement is executed so waiving or consenting, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. 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 or application, and to this end the provisions of this Agreement are and shall be deemed to be severable.

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13. 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.

14. No provision hereof shall be deemed to constitute either of the parties hereto a partnership, association, joint venture or other entity with the other party hereto, nor constitute either party the agent of the other party hereto, nor in any manner limit either party in carrying on their respective separate businesses or activities, nor impose upon any party any liability or obligation except as herein expressly provided.

15. This Agreement shall for all purposes constitute a covenant running with the land and shall be binding upon Equitable, its successors and assigns and upon each subsequent owner of any portion of or interest in and their heirs, personal representatives and assigns, or successors and assigns, as the case may be.

WITNESS the due execution hereof.

EQUITABLE:
THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES



Attest:
E. G. Patrick
[Corporate Seal] Helen G. Patrick
Assistant Secretary

By T. J. Fitzgerald *JUL*
T. J. Fitzgerald Vice President

THREE RIVERS:
THREE RIVERS CAPITAL, INC.

Sharon G. Brown
Secretary

By [Signature]
President



STATE OF NEW YORK)
COUNTY OF NEW YORK)

ss:

On this, the 19th day of June, 1979, before me, a Notary Public the undersigned officer, personally appeared F. J. P., who acknowledged himself to be a Vice President of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York 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

[Notarial Seal]

WALTER F. ALLEN
Notary Public, State of New York
Qualified in Kings Co. No. 24-5053030
Cert. Filed in New York County
Commission Expires March 30, 1980

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

ss:

On this, the 21st day of April, 1979, before me, a Notary Public the undersigned officer, personally appeared Robert S. Pauckony who acknowledged himself to be a 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 J. Vukobratovic
Notary Public

[Notarial Seal]

My commission expires:
Walden J. Vukobratovic, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Oct. 14, 1982

JUN 22 1979

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RAMP AGREEMENT

BY AND BETWEEN

THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

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John J. [Signature]

THREE RIVERS CAPITAL, INC.

MAIL TO:

George L. Cass
57th Floor, U.S. Steel Building
Pittsburgh, PA 15219

Alvin W. Keith

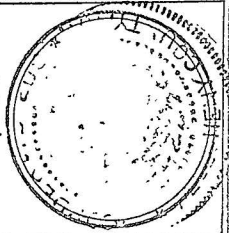
P. O. Box 2009

Pittsburgh, Pa. 15230

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 855 WITNESS MY HAND AND SEAL
 OF SAID OFFICE, THE DAY AND YEAR AFORESAID

John J. [Signature]
 RECORDER



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