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DECLARATION OF CONDOMINIUM  
OF  
GATEWAY TOWERS EXECUTIVE OFFICE CONDOMINIUM

Pursuant to the provisions of the  
Pennsylvania Uniform Condominium Act,  
68 Pa. C.S. §3101 et seq.

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Date: December 15, 1982

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DECLARATION OF CONDOMINIUM

GATEWAY TOWERS EXECUTIVE OFFICE CONDOMINIUM  
320 Fort Duquesne Boulevard  
City of Pittsburgh  
County of Allegheny  
Commonwealth of Pennsylvania

THIS DECLARATION is made as of this 15th day of December, 1982, by DUQUESNE PARTNERS L.P., ("Declarant"), a Delaware Limited Partnership, as the owner in fee simple of the Premises herein described.

W I T N E S S E T H :

ARTICLE I

GENERAL PROVISIONS

Section 1.1. Declaration of Condominium. Declarant, owner in fee simple of the property and owner of the easements, rights and appurtenances thereunto belonging, described in Exhibit "A" attached hereto, located in the City of Pittsburgh, County of Allegheny, Pennsylvania ("Premises"), hereby submits the Premises to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq. ("Act") thereby creating a condominium, to be known as "Gateway Towers Executive Office Condominium" ("Condominium").

Section 1.2. Excluded Real Property. The Premises consist in part of the first through the third floors, the twenty-seventh floor (there being no thirteenth floor) and a portion of the basement of the building known as Gateway Towers, as well as certain surface rights and air rights to the plaza area to the south of said building as described as item (e) on Exhibit A (the "Plaza"). The fourth through twenty-sixth floors, the portion of the basement not described in Exhibit A hereto and the entire underground parking garage of the Gateway Towers building are not part of the Condominium or Premises, although certain easement rights exist pursuant to certain of the agreements described in Exhibit A and Exhibit D hereto and in Section 7.5 below, in and to those portions of

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the building described in this sentence. This Section 1.2 shall not be construed to expand the description of the Premises set forth in Section 1.1 and is included merely to more clearly indicate the limitations of Section 1.1.

## ARTICLE II

### DEFINITIONS

Section 2.1. Terms Defined in the Act. Terms defined in Section 3103 of the Act and used herein and in the Bylaws or the Plats and Plans shall have the meanings as specified in Section 3103 of the Act, or if not defined in Section 3103 but are used in the Act such terms shall be defined as used in the Act, unless otherwise defined herein.

Section 2.2. Terms Specifically Defined in this Declaration of Condominium. In addition to the terms hereinabove defined, the following terms shall have the following specific meanings in this Declaration, the Bylaws and Plats and Plans:

(a) "Additional Real Estate" means the Real Estate described in Exhibit "E" attached hereto, so long as the Declarant's rights to add such Real Estate to the Condominium continue to exist.

(b) "Alterations" means any combination, separation or conversion of Units which is permitted by this Declaration and the Act which may entail one or more of: (i) the construction of all or a portion of one or more intervening partitions, walls, floors or ceilings (each of which will then become part of the Common Elements) to form separate Units or to relocate the boundaries between adjoining Units; (ii) the removal or alteration of all or a portion of one or more partitions, walls, floors or ceilings (each of which is part of the Common Elements) between Units in order to form a larger Unit; or (iii) the creation, alteration or removal of one or more apertures in one or more intervening partitions, walls, floors or ceilings (each of which is part of the Common Elements) between Units.

(c) "Alternative Mortgage" shall mean any mortgage other than a Permitted Mortgage.

(d) "Annual Assessment" means a Unit's individual share of the anticipated Common Expenses for each fiscal year as reflected in the budget adopted by the Executive Board for such year.

(e) "Building" means that portion of the above ground and subterranean structure located within the Premises and containing the Units.

(f) "C-Level" means that portion of the Real Estate which is also designated "Additional Real Estate" and as described in Exhibit E hereto.

(g) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 3306 of the Act, as such document may be amended from time to time.

(h) "Condominium Documents" includes the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

(i) "First Executive Board" means the Executive Board as initially constituted on the date this Declaration is recorded.

(j) "First Election Meeting" means that special meeting of the Association, held for the purpose of electing additional members to the First Executive Board, to be held not later than the earlier to occur of: (i) sixty (60) days after the conveyance of twenty-five percent (25%) of the Units to Unit Owners other than the Declarant or (ii) seven (7) years after the date of the first conveyance of a Unit to a Person other than the Declarant.

(k) "Garage" means the subterranean parking garage lying beneath the surface of Lots 2 and 3 in the Gateway Plan of Lots No. 2 in the Second Ward of the City of Pittsburgh and being further described in Exhibit G hereto.

(l) "Insurance Trust Agreement" means any agreement that the Association may enter into with an

Insurance Trustee providing for the management and disbursement of insurance proceeds.

(m) "Insurance Trustee" means that certain entity responsible for the management of Insurance proceeds pursuant to any Insurance Trust Agreement which the Association may enter into, which entity's deposits shall be insured by the Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation or another federally constituted body serving an equivalent function.

(n) "Limited Common Elements" means those parts of the Premises either described in the Act as being limited common elements or described herein or in the Plats and Plans as being limited common elements.

(o) "Mortgagee" means a holder of a mortgage on a Unit.

(p) "Party-Wall" means a wall located at the perimeter of a Unit, which is a common wall shared with an adjacent Unit.

(q) "Percentage Interest" appurtenant to a Unit means the undivided interest in the Common Elements appurtenant to such Unit, as set forth in Exhibit "C" attached hereto and as calculated pursuant to the formula discussed in such Exhibit.

(r) "Perimeter Wall" shall mean any wall adjacent to either the exterior of the Building or any Common Element or Limited Common Element.

(s) "Permitted Mortgage" means a first mortgage to (i) the seller of a Unit; (ii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender; (iii) a first or second or any other mortgage to the Declarant; and (iv) any other mortgage approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee".

(t) "Plats and Plans" means the visual depiction of all structures, other improvements and land

included in the Condominium, which document complies with the requirements of Section 3210 of the Act (including, without limitation, a depiction of the Units, and certain of the Common Elements and the Limited Common Elements) attached hereto as Exhibit "B" as such may be amended from time to time.

(u) "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time, with respect to various details of the use of all or any portion of the Premises, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.

(v) "Second Election Meeting" means that special meeting of the Association, held for the purpose of electing additional members to the Executive Board replacing members of the First Executive Board, and which is required to be held not later than the earlier to occur of: (i) one hundred eighty (180) days after the conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant or (ii) seven (7) years after the date of the first conveyance of a Unit to a Person other than the Declarant.

(w) "Special Assessment" means a Unit's individual share of any assessment made by the Executive Board in addition to the Annual Assessment.

(x) "Withdrawable Real Estate" means the Real Estate described in Exhibit "F" attached hereto, so long as the Declarant's rights to withdraw such Real Estate from the Condominium continues to exist.

Section 2.3. Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of this Declaration, the Plats and Plans or the Bylaws.

ARTICLE III

UNIT BOUNDARIES

Section 3.1. Plats and Plans. The Plats and Plans show the location and dimensions of the structures and improvements comprising the Premises and the location of the Units, and certain Common Elements and Limited Common Elements therein.

Section 3.2. Unit Title Lines.

(a) The title lines of each Unit are situated as shown on the Plats and Plans and are formed by the following planes:

(1) The Unit-side surface of all doors, and their sills and hardware, leading from such Unit to interior corridors of the Building and the Unit-side surface of the door frames in which such doors are set;

(2) The Unit-side surface of the sash of windows which are set in the exterior walls of such Unit, the Unit-side surfaces of the panes of such windows and the Unit-side surface of the frames and sills for such windows;

(3) The Unit-side surface of the concrete slab constituting the ceiling of the Unit, except that for those portions of the Unit which have a drop ceiling on the date of filing of this Declaration the title lines shall run along the surface opposite the Unit-side surface of the drop ceiling;

(4) The plane formed by the Unit-side surface of the portion of the structure to which the dry wall (or other material serving substantially the same purpose as dry wall) of all Perimeter Walls and Party Walls is attached;

(5) The Unit-side face of the concrete slab constituting the floor of such Unit;

(6) The Unit-side surface of the furring, as extended, around columns and "stacks" containing pipes, ducts, wires, conduits, chutes, mechanical chases, structural elements and flues that are either Common Elements or Limited Common Elements;

(7) The Unit-side surface of all grilles and registers covering exhaust fans or ventilation ducts.

(b) Each Unit consists of all portions of the Building within the aforesaid title lines, except the air space displaced by: (i) structural members and bearing columns within or passing through such Unit which are deemed to be Common Elements; and (ii) other Common Elements within such Unit including, without limitation, chutes, flues, ducts, wires, conduits and pipe runs which serve more than one Unit. With respect to such chutes, flues, ducts, wires, conduits and pipe runs, the provisions of Section 3202(2) of the Act shall apply. There is included within a Unit (by way of illustration and not limitation):

(1) The air space enclosed within such title lines.

(2) All partitions which are wholly contained within such title lines, including (but not limited to) all doors, door frames, hardware, electrical outlets and wiring, telephone outlets and conduits, and other equipment and devices in such partitions serving only such Unit.

(3) All plumbing fixtures located within such title lines and serving and affecting only such Unit, and their water and waste connections.

(4) All items of kitchen equipment located within such title lines and serving only such Unit, and such equipment's water, waste and electrical connections.



(5) Exhaust fans and the grilles, registers, ventilation ducts and related fixtures which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements.

(6) Lighting devices (including, by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in, or suspended from, ceilings, walls and partitions within or on the perimeter of such Unit) serving only such Unit whether or not such lighting devices are themselves located entirely within the title lines of such Unit.

(7) Outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical impulses and signals (including, but not limited to, impulses and signals for telephone, telegraph and television transmission, except to the extent otherwise specifically provided herein) which serve only such Unit and which are located entirely within the title lines of such Unit.

(8) Surface-mounted and recessed cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories).

(9) Office equipment and trade fixtures serving only such Unit and the portions of their water, waste, electrical and exhaust connections located within such title lines and serving only such Unit.

(10) Floor coverings installed on the Unit-side surface of the structural concrete floor.

(c) Those portions of any lighting devices, outlets, cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve

only such Unit and which lie partially within and partially outside the title lines of a Unit shall be deemed to be a part of such Unit.

(d) A Party-Wall may be installed along the title lines of any Owner's Unit, subject to the provisions of the Condominium Documents, including Section 6.1(j) hereof, and to the following conditions:

(1) The center line of the Party-Wall must be coincidental with the title line of the Unit.

(2) The Party-Wall may not exceed six (6) inches in width, unless otherwise agreed to in writing by the Executive Board.

(3) No Party-Wall may be installed until the Unit Owner receives the prior written approval therefor of the Executive Board regarding the physical characteristics, appearance, compatibility and such other factors concerning the proposed Party-Wall as are deemed material by the Executive Board, which approval will not be unreasonably withheld or delayed.

(4) Any Party-Wall installed may not be removed, replaced or materially altered without first obtaining the prior written approval of the Executive Board, which approval shall be based upon such considerations as the Executive Board deems material and which approval will not be unreasonably withheld or delayed. Where applicable, the provisions of Section 6.1.(g) below also apply to the subject matter of this subsection (4).

(5) Any Party-Wall installed pursuant to Section 3.2.(d) shall have an easement to the extent one-half thereof encroaches upon the adjoining Unit.

(6) The title lines for the Units on both sides of any Party-Wall shall be established in accordance with Section 3.2.(a), (b) and (c) above, and such title lines as thus established shall replace and supersede the title lines shown on the Plats and Plans upon installation of the Party-Wall.

#### ARTICLE IV

#### DESCRIPTION AND ALLOCATION OF LIMITED COMMON ELEMENTS

Section 4.1. Description of Limited Common Elements. Limited Common Elements shall mean those portions of the Premises defined as such pursuant to Sections 3202(2) and (4) of the Act or as identified and designated as Limited Common Elements in the Plats and Plans, Article IV hereof, or both. Those portions of the Limited Common Elements serving only the Unit adjacent to such Limited Common Element, are Limited Common Elements allocated only to the Unit which they serve. Those Limited Common Elements shown and identified as such on the Plats and Plans shall be allocated to the Unit which it adjoins. Accordingly, by way of illustration, the Limited Common Element designated as 1-ELCE-4 on page 6 of the Plats and Plans is allocated to Unit No. 1E-6.

Section 4.2. Specified Limited Common Elements. The following portions of the Premises are hereby designated as Limited Common Elements:

(a) doors leading from Units to the promenade, the exterior of the Building or to interior corridors which are Common Elements; and

(b) the face of the concrete wall and metal and safety-glass railings surrounding the promenade adjacent to Units located on the twenty-seventh floor of the Building and the concrete slab constituting the floor of any such promenade adjacent to a Unit; and

(c) any other areas shown and identified as such on the Plats and Plans.

Section 4.3. Common Elements Which May Be Assigned As Limited Common Elements. Portions of the corridors located on the first, second, third and twenty-seventh floors of the Building are marked on the Plats and Plans as "Common Elements which may be assigned as Limited Common Elements." Declarant reserves the right to make the initial assignment of these corridor areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these corridor areas shall become appurtenant. The Declarant may assign such corridor space as Limited Common Elements pursuant to the provisions of Section 3209(c) of the Act by making such an assignment in a written instrument of assignment or in the deed to the Unit to which such Limited Common Element shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant. Notwithstanding the election by the Unit Owners of a majority of the members of the Executive Board, the right of initial assignment of each of the aforesaid Limited Common Elements pursuant to this Section 4.3 shall remain in the Declarant, and shall pass to the Executive Board after Declarant no longer owns any Units, provided the Declarant has not theretofore previously assigned such corridor Common Elements as Limited Common Elements to Unit Owners. Upon assigning a specific corridor area as a Limited Common Element to a Unit Owner, the Unit Owner shall:

(a) have the right to use the area as a private hallway serving its Units, to use the area as part of its office space, or for any other lawful purpose which conforms with the provisions and use limitations of the Condominium Documents. Notwithstanding the foregoing, the Unit Owner to whom the corridor area is assigned as a Limited Common Element shall be responsible for assuring that any proposed change in use of the area complies with all applicable laws and ordinances and with the insurance requirements of any insurance company retained by the Association; and

(b) have the right to enclose the area, subject to compliance with the terms of the Condominium Documents and with all laws and ordinances of any governmental entity having jurisdiction and with the requirements of any insurance company retained by the Association, and further subject to the approval of the plans and specifications for such enclosure by the Executive Board, which approval will not be unreasonably withheld.

Ordinary maintenance and minor repair of promenade, corridor area and sidewalk area Limited Common Elements shall be the responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant, and shall be charged to such Unit Owners as Limited Expenses. Notwithstanding anything to the contrary contained in Section 3314(c) of the Act, structural and other major repairs and/or replacements of such Limited Common Elements shall be the responsibility of the Association, the costs to be charged as General Common Expenses.

ARTICLE VI  
RESTRICTIONS ON USE;  
LEASES OF UNITS

Section 6.1. Commercial Uses. The following restrictions shall apply to the use of the Condominium, in addition to any restrictions that may be set forth in the Rules and Regulations referred to in Section 6.1(m) hereof:

(a) The Units in the Condominium are restricted exclusively to nonresidential use, and specifically to commercial uses which conform with the applicable zoning regulations of the City of Pittsburgh, as the same may be amended from time to time, and may not be used for any other purposes by the Unit Owner or any future Unit Owner. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

(b) No Unit Owner may obstruct the Common Elements in any way except as expressly otherwise provided for in the Condominium Documents. No Unit Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

(c) The Common Elements (other than the Limited Common Elements and such other portions of the Premises as to which the Executive Board may, from time to time, limit or control access by the Unit Owners or other occupants of Units, or both), shall be used only for the benefit or enjoyment of the Unit Owners and the occupants of all Units. No Unit Owner

may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment by the occupants of any other Unit.

(d) No Unit shall be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the Premises without the prior written permission of the Executive Board, which permission may be conditioned upon the Unit Owner of such Unit being required to bear the full cost of such increase. No Unit or any part of the Common Elements shall be used, occupied or kept in a manner which violates any law, statute, ordinance or regulations of any governmental body or which leads to the cancellation of any hazard insurance policy or policies on the Premises.

(e) Notwithstanding the fact that a portion of the wall separating such Units is a Common Element, upon compliance with the requirements of Section 6.1(g) hereof, two or more entire adjacent Units may be combined into a larger Unit without the necessity of obtaining any approval of the Association (pursuant to Section 3214(a) of the Act) except any approvals that may be required by the provisions of Section 6.1(g) hereof; provided that both of the combined Units are under common ownership at the time of effecting such combination. Upon the completion of such combination, the Percentage Interest in the Common Elements appertaining to such combined Unit shall be the sum of the respective Percentage Interests in the Common Elements appertaining to each of the Units that have been combined. The Identifying Number of the combined Units shall consist of the letter and numbers of the Unit having the lowest numbered Identifying Number, followed by a hyphen and the digits of the Identifying Number of each other individual Unit, arranged in numerical order. By way of illustration, if Units having identifying Numbers of "3E-101" and "3E-102" were to be combined, the Identifying Number of the combined Unit would be "3E-101-102".

In addition, subject to obtaining any approval that may be required by the provisions of Section 6.1(g) hereof, the boundaries between adjoining Units may be relocated pursuant to Section 3214(a) of the Act.

Any corridor areas assigned as a Limited Common Element to a Unit Owner shall be appurtenant to the Units to which they are contiguous and may not be subsequently assigned to any other Units. If the Units on either side of any corridor area assigned as a Limited Common Element subsequently becomes vested in different persons, the respective Unit Owners shall have a Limited Common Element to the center line of the corridor area.

The Declarant shall not assign any such corridor areas as Limited Common Elements to Unit Owners if to do so would deprive any other Unit Owner of all means of ingress, egress and regress from its Units to the exterior of the Building.

The Declarant shall initially assign corridor areas as Limited Common Elements to a Unit Owner only if such Unit Owner owns contiguous Units on both sides of the corridor area so assigned, subject only to such exceptions as Declarant determines to be necessary or desirable to establish a reasonable end line for such area.

In addition, certain Common Elements are located south of the Building and designated as "Common Elements which may be assigned as Limited Common Elements" on the Plats and Plans. These portions of the Common Elements are a part of the sidewalk adjoining the Building. Declarant reserves the right to make the initial assignment of these sidewalk areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these sidewalk areas shall become appurtenant, subject at all times to Section 4.1 of the Cross Easement, Utilities Services and Insurance Agreement referenced in Exhibit D hereto, *inter alia*. The Declarant may assign such sidewalk space as Limited Common Elements pursuant to the provisions of Section 3209(c) of the Act by making such an assignment in a written instrument of assignment or in the deed to the Unit to which such Limited Common Element shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant. Notwithstanding the election by the Unit Owners of a majority of the members of the Executive Board, the right of initial assignment of each of the aforesaid sidewalk - Limited Common Element pursuant to this Section 4.3 shall remain in the Declarant, and shall pass to the Executive Board after Declarant no longer owns any Units, provided the Declarant has not theretofore previously assigned such sidewalk Common Elements as Limited Common Elements to Unit Owners.

ARTICLE V

ALLOCATION OF COMMON ELEMENT INTERESTS;  
COMMON EXPENSES AND RESPONSIBILITY  
FOR MAINTENANCE AND REPAIR;  
VOTING RIGHTS

Section 5.1. Allocation of Common Element Interest and Common Expense Liability. Attached as Exhibit "C" hereto is a list of all Units, their Identifying Numbers, the Percentage Interest appurtenant to each Unit, and the formula or method used for assigning such Percentage Interests. The Common Expense Liability of each Unit shall be assessed in accordance with each Unit's Percentage Interest. Any surplus funds to be credited to Unit Owners to reduce their future Common Expense Liability shall also be allocated in accordance with each Unit's Percentage Interest.

Section 5.2. Allocation of Unit Owner's Voting Rights. The number of votes in the Association to which each Unit Owner is entitled shall be computed by multiplying the Percentage Interest of such Unit by the number 100,000.

Section 5.3. Reserve Fund. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements which are anticipated to require replacement, repair or maintenance on a periodic basis. The reserve fund shall be funded by one or more monthly payments as a part of Common Expenses.

Section 5.4. Working Capital Fund. Upon the initial transfer of title from the Declarant to the purchaser of each Unit, the Association shall collect from such purchasers an amount equal to a minimum of two (2) months estimated Common Expense Liability, which monies shall be deposited into a Working Capital Fund under control of the Association. No Unit Owner is entitled to a refund of these monies by the Association upon the subsequent conveyance of his Unit or otherwise.

Section 5.5 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the boundary descriptions established by this Declaration, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein.



(f) Any Unit may be divided or subdivided by any Unit Owner, including the Declarant, into two or more Units, in accordance with the provisions of Section 3215 of the Act and the provisions of this Declaration. The Declarant expressly retains the right to subdivide Units owned by it or to convert Units owned by it, into two or more Units, Common Elements, or a combination of Units and Common Elements pursuant to the provisions of Section 3215 of the Act. The maximum number of additional Units that may be created by the subdivision or conversion of Units owned by the Declarant pursuant to Section 3215 of the Act is 500. With respect to the separation of two or more adjacent Units which have been combined into a larger Unit pursuant to Section 6.1(e) hereof, after such separation the air space on either side of the wall or walls providing such separation shall, ipso facto, carry the separate Identifying Numbers shown for such respective areas in the Plats and Plans as initially recorded. The respective Percentage Interests appertaining to such separate Units, and hence the number of votes of the respective Unit Owners, shall be as stated in Exhibit "C" to this Declaration, as initially recorded. Any separation of Units carried out pursuant to this Section 6.1(f) is also required to meet the requirements of Section 6.1(g) hereof.

(g) Any Unit Owner who wishes to perform any Alteration to his Unit or Units shall:

(1) Refrain from making any Alteration that will: (i) impair one or more of the structural integrity of the Building or any mechanical or electrical system therein; (ii) adversely affect either the fire retardant or sound absorbent quality of the Building; (iii) lessen the support of any portion of the Building; or (iv) violate any applicable law, ordinance or governmental rule, regulation or order;

(2) Obtain the approval of the Executive Board (which approval shall not be unreasonably withheld or delayed) for any Alteration to the Building prior to the commencement of any such Alteration;

(3) Expeditiously complete all Alterations: (i) in accordance with the plans and specifications therefor which have been prepared at such Unit Owner's expense and which have been approved by the Executive Board prior to the commencement of such Alterations; and (ii) without incurring any mechanics' or materialmen's liens;

(4) pay the full cost of performing all such Alterations; and

(5) Pay all costs and expenses incurred in connection with the preparation, review, execution and recording of any amendment to the Declaration (including the Plats and Plans) needed in order to reflect the condition of the Building after completion of such Alterations, which amendment shall be recorded by the Executive Board if such amendment conforms to the requirements of the Act and if such amendment is approved in writing by all Owner(s) of all Units the appearances of which on such amendment differ from their respective appearances on the Plats and Plans prior to such amendment, and such amendment shall not require any additional authorization or approval, notwithstanding anything contained elsewhere in this Declaration to the contrary.

(h) Nothing shall be done or be permitted to be done which would jeopardize the soundness or safety of the Building or impair any easement or hereditament therein without the consent of all Unit Owners and all holders of Permitted Mortgages.

(i) Installation, removal, modification, reconstruction or repair of any electrical, lighting, signal transmission and/or power circuit or system, or electric outlet box or terminal device included in such outlet box, or any item of heating or air conditioning equipment, or any ventilation or exhaust duct or related equipment, or any item of any portion of the plumbing system, any of which is located

within an interior partition of a Unit or within the ceiling above a Unit, or which in any way serves or could affect any other Unit Owner, may be undertaken by the Unit Owner of such Unit only after application has been made to and written approval has been received from the Executive Board. Such approval shall be granted only if the work performed shall be of similar or superior quality to that then prevailing in the Building and shall be performed by qualified personnel. The cost of such installation, removal, reconstruction or repair, whether undertaken by a Unit Owner or by the Association (under procedures to be established by the Executive Board) shall be borne by the Unit Owner of the Unit benefitted thereby.

(j) Unit Owners shall be responsible for installing any wall necessary to enclose its Unit from other Units owned by other persons and from any Common Element, subject to the prior written approval by the Executive Board of the plans and specifications for such wall, the identity of the proposed contractor and the period of time within which to complete the installation of the wall.

(k) Without limiting any other provision contained in the Condominium Documents, the prior written approval of the Executive Board is required before any door facing any Common Element or visible from outside the Gateway Towers Building is replaced, installed or has its appearance materially changed, and no improvements, including any wall or other installation dividing or separating a promenade Limited Common Element from any other promenade Limited Common Element, may be erected or placed upon the promenade Limited Common Elements located on the twenty-seventh (27th) floor of the Gateway Towers building, unless the written consent of the Executive Board is first obtained, and unless such improvements are thereafter erected or placed upon the promenade Limited Common Elements in accordance with all laws, codes and ordinances pertaining thereto.

(l) Neither dogs nor cats nor any animal life shall be kept or cared for in any Unit or in the Common Elements, unless the prior written consent of the Executive Board is obtained.

(m) Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Premises may be promulgated from time to time by the Executive Board, subject to the right of a majority of Unit Owners to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

(n) The Owner of a Unit shall be responsible for maintaining such Unit in good order and repair, at the expense of such Owner.

(o) The Owner of a Unit shall be responsible for the cleanliness of any Limited Common Element serving such Unit, at the expense of such Unit Owner.

(p) Unit Owners may not install window air conditioners, exhaust fans or any other item which protrudes through any window serving the Unit without the prior written approval of the Executive Board.

**Section 6.2. Lease of Units.** A Unit Owner may lease or sublease his Unit at any time and from time to time provided that:

(a) no Unit may be leased or subleased for an initial term of less than one hundred eighty (180) days or without a written lease or sublease, or both;

(b) a copy of such lease or sublease (other than leases or subleases entered into by the Declarant) shall be furnished to the Executive Board within ten (10) days after execution thereof; and

(c) the rights of any lessee or sublessee of any Unit (under a lease or sublease whose current term or current renewal or extension thereof commences on or after the date of recordation of this Declaration) shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions contained in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under

the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Annual or Special Assessments on behalf of the Owner of that Unit.

Notwithstanding the foregoing, the provisions of Section 6.2(a) shall not apply to Units leased or subleased by the Declarant or a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale.

#### ARTICLE VII

##### EASEMENTS; RIGHTS RESERVED TO THE DECLARANT

Section 7.1. Easements. In addition to the easements specifically granted by the Act, the Condominium shall be subject to the benefits and burdens of the following easements and restrictions:

(a) An easement to the Declarant to maintain the sales and management offices, as provided in Section 7.3 hereof and to maintain one or more advertising signs on the Common Elements while the Declarant is selling Units in the Condominium, pursuant to Section 3217 of the Act.

(b) All easements, rights, obligations and other matters listed in Exhibit "D" attached hereto. The benefits and burdens contained in the Cross-Easement, Utilities Services and Insurance Agreement, as amended and listed as item number four (4) of Exhibit "D" hereto (the "Cross-Easement Agreement") shall apply to the Condominium as follows:

(1) All General Easements set forth in Article III of the Cross-Easement Agreement are for the benefit and burden of the Condominium, the C-Level and the Garage respectively and shall run with the land to the successors in title of each respectively;

(2) The easement granted in Section 4.1(a) of the Cross-Easement Agreement is for the exclusive use and enjoyment of the Condominium, subject to an easement for pedestrian ingress and egress for the owners, occupants, agents, employees, business visitors, and invitees of the C-Level and the Garage. All other easements and rights granted to Commercial, as defined in the Cross-Easement Agreement, by the Cross-Easement Agreement shall run to the benefit of the Condominium, the C-Level, and the Garage respectively, to the extent such rights and easements are reasonably required for the full use and enjoyment of the Condominium, the C-Level and the Garage, respectively, and shall run with the land to the successors in title of each respectively. Because neither C-Level nor the Garage receives any substantial benefit from most services provided pursuant to the 83:17 expense split set forth in the Cross-Easement Agreement, such as trash removal, heating, cooling, and air exhaust, which services are of primary benefit to the Condominium and to the residential Gateway Towers Condominium, the 83:17 split of expenses shall be paid 83% by Gateway Towers Condominium Association, Inc., and 17% by the Association herein, with no portion of such charges to be paid by Declarant, or its successors and assigns in title, by virtue of ownership of the C-Level or the Garage, except that Declarant and any other Unit Owner will pay a proportionate share of the 17% split by virtue of Unit ownership so long as Declarant or such other Unit Owner is the owner of one or more Units. All other obligations imposed on Commercial by the Cross-Easement Agreement shall be borne exclusively by the Association unless such obligations pertain directly and exclusively to the C-Level or the Garage, in which case the obligations shall be borne by the owner of the area affected.

(c) The Common Elements (other than the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Unit Owners and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Unit Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Unit Owners or the occupants of Units, or both (including, by way of illustration and not limitation, machinery and equipment rooms).

(d) The Common Elements (including, but not limited to the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, restoration, modification, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).

(e) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefitted:

(1) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements.

(2) For the installation, repair, maintenance, use, removal and/or

replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling, wall or floor adjacent to a Unit which is a part of the Common Elements; provided that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles, and the like does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building.

(3) For driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; provided that such action will not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building or adversely affect the use of any Unit by its Owner.

(4) For the maintenance of the encroachment of any lighting devices, outlets, cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded.

(f) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building, the Common Elements and the Limited Common Elements.

(g) The Units and the Limited Common Elements are hereby made subject to the following easements:

(1) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units and Limited Common Elements in order



to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair, and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both, (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units, and (iv) for any of the purposes set forth in Section 7.1(i) or Section 7.1(j) hereof, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 7.1(g)(1), Section 7.1 (g)(2) hereof, or both; and

(2) In favor of the Unit Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

(h) The exclusive easement for use of promenades by the owners and occupants (and their invitees, employees, tenants and servants) of the Unit contiguous to such Limited Common Elements shall be limited to lawful uses normally associated with promenades serving commercial Units. The Executive Board shall have the right to promulgate Rules and Regulations regarding the use of the promenades that are consistent with the provisions of the immediately preceding sentence, and in any event no decoration or other surface finish or covering of any portion of any

Limited Common Element may be performed without the prior written consent of the Executive Board.

(i) Whenever in this Declaration and the Plats and Plans a title line of a Unit is described as being the upper surface of the concrete floor, it is intended thereby, and it is hereby declared, that the owner of such Unit shall have an easement for the purpose of affixing and removing carpeting, parquet flooring and other floor coverings; and otherwise decorating, cleaning and maintaining such surface, all at the cost and expense of the Owner of such Unit; it being understood and agreed that the Association, acting by its Executive Board on behalf of all Unit Owners, shall, at all times while this Declaration is in effect, retain the right and duty to maintain, repair and/or replace the structural concrete floors of which said surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the Unit Owner's aforesaid easement and right to use the Unit-side surface of such structural concrete floor.

(j) Wherever in this Declaration and the Plats and Plans a title line of a Unit is described as being the Unit-side surface of a designated portion of the Premises, it is intended thereby, and it is hereby declared, that the Owner of such Unit shall have an easement for the purpose of decorating such surfaces and affixing thereto and removing therefrom paint, wallpaper, other decorative material, pictures, mirrors, wall systems and decorative articles, and (with respect to all such portions of the Premises) cleaning and maintaining such surfaces, all at the cost and expense of the Owner of such Unit. Thus, by way of illustration and not limitation, the Owner of a Unit has an easement to paint the Unit-side surface of doors and window sills. It is understood and agreed that the Association, acting by its Executive Board on behalf of all Unit Owners, shall, at all times while this Declaration is in effect, retain the right and duty to maintain, repair and/or replace the portions of the Premises of which said surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the Unit

Owner's aforesaid easement and right to use the Unit-side surface of such portion of the Premises.

(k) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Premises, including (by way of illustration but not limitation) the Units and the Common Elements, and (except as may be expressly otherwise provided in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration, as it may be amended from time to time.

(l) Until the completion of any repainting and installation of other items of personal property which the Declarant may agree to install in certain Units pursuant to Agreements of Sale with certain purchasers of Units, the Declarant shall have an easement through the portions of the Common Elements, the Limited Common Elements and the Units necessary to complete such work.

Section 7.2. Declarant Control of the Association. The Declarant may, at its option, control the Association throughout the period of Declarant Control permitted by the provisions of Sections 3303(c), (d) and (e) of the Act and during such period the Declarant or persons designated by the Declarant may appoint and remove the officers and members of the Executive Board except as otherwise provided in one or more of such Sections or Sections 2.2(j) and (v) hereof.

Section 7.3. Declarant's Offices. Pursuant to Section 3217 of the Act, the Declarant may maintain such advertising signs, sales and management offices in the Condominium as the Declarant, in its sole discretion, deems necessary in connection with its sale of the Units in the Condominium. The Declarant reserves the right to relocate sales and management offices to any other Units in the Building at any time and from time to time. The Declarant's right to maintain the foregoing will end upon conveyance of title to the last Unit owned by the Declarant to a third party. The rights granted to the Declarant pursuant to this Section 7.3 may not be altered or amended by the Association.

Section 7.4 Reservations by Declarant. In addition to the non-exclusive easements reserved by Declarant in Section 7.1(b) above and to any other rights which Declarant may

possess, and without limiting any such rights, Declarant hereby reserves for the benefit of itself, its successors and assigns and the successors in title to the C-Level and the Garage, respectively, which easements shall run with the land in the case of the C-Level and the Garage respectively:

(a) A non-exclusive easement to the extent reasonably necessary for legitimate purposes for ingress and egress over and through the lobbies, stairwells, elevators and onto the roof located in the Condominium for the benefit of Declarant, its agents, employees, licensees, business visitors and invitees;

(b) All such easements and rights-of-way as are necessary or desirable to accommodate all existing pipes, ducts, cables, conduits, public utility lines, ventilator shafts, elevator openings and shafts, mail shutes, incinerator shafts, stairwells and every other facility of every kind and nature which passes through or enters the Premises for the providing of utilities services, telephone service, and means of ingress and egress thereto, together with an easement to enable Declarant, its agents and employees, to maintain, repair, replace, alter and supplement all such facilities as Declarant may deem necessary or advisable without any necessity for Declarant to obtain any additional easement or right-of-way for the providing of utilities services or means of ingress or egress;

(c) All such easements and rights-of-way as are necessary or desirable to permit Declarant, its agents and employees, access to existing machinery and mechanical rooms in the Condominium and the Premises which service in whole or in part the C-Level and/or Garage for the purpose of maintaining, servicing, repairing, replacing, altering, or expanding the existing machinery and mechanical systems, all without any necessity to obtain any additional easements or rights-of-way for the servicing of such machinery or mechanical rooms;

(d) To the extent necessary, an uninterrupted and perpetual easement for structural support, both adjacent and lateral for the C-Level and the Garage;

(e) If any part of the C-Level or the Garage shall encroach upon the Premises for any reason other than the intentional or negligent act of Declarant, then an easement for that encroachment and the maintenance thereof shall exist for as long as the encroachment shall exist. In addition, if the C-Level and/or the Garage is partially or totally destroyed and rebuilt and any portion thereof then encroaches upon any of the Premises, an easement for that encroachment shall exist for as long as the encroachment shall exist.

(f) A non-exclusive easement for pedestrian ingress and egress for the owners and occupants and their tenants, business visitors, and licensees of the C-Level and the Garage respectively over the walkways and stairways of the Plaza subject, however, to the rights reserved by The Equitable Life Assurance Society of the United States in its conveyance of said real property to Three Rivers Capital, Inc. dated June 19, 1979 and recorded in Deed Book Volume 6123, page 172.

**Section 7.5 Easements Granted By Declarant.** Declarant, for itself, its successors and assigns, hereby grants the following easements to the owners and occupants of the Condominium, so long as the exercise of the rights conferred in Section 7.5 and elsewhere in this Declaration do not interfere with the use and enjoyment of the Garage and C-Level by the owners and occupants thereof:

(a) An exclusive easement for the use and enjoyment of the certain room labelled "Existing Commercial Workshop" and a perpetual exclusive easement for the use and enjoyment of the certain room labelled "Storage/Future Workshop", both as depicted on the Basement floor plan in the Plat and Plans; provided, that the perpetual easement for the use and enjoyment of the "Storage/Future Workshop" is subject to an existing lease thereof to TASA, and further provided that upon termination by lapse of time or otherwise of the TASA lease, the easements for the use and enjoyment of the "Existing Commercial Workshop" shall immediately cease and terminate without further documentation. The owners and occupants of the Condominium shall use and enjoy the easement hereby granted in such a way as not to interfere unreasonably with the use and enjoyment of surrounding areas;

(b) A non-exclusive easement for pedestrian ingress and egress along the hallway of the C-Level, provided that Gateway Towers Condominium Association, Inc., and/or Declarant (and any successor owners of the Garage) may install at the sole discretion of either such security barriers or doors as either may deem necessary or desirable to safeguard areas of the C-Level;

(c) A non-exclusive easement to use the toilet facilities in the rooms labelled "Men's Locker Room" and "Women's Locker Room" on the floor plan of the East Section of the Basement as depicted in the Plat and Plans. This easement does not include the right to use the locker facilities, lounge facilities or the lunchroom areas in said rooms;

(d) All easements and rights-of-way as are necessary or desirable to accommodate all existing pipes, ducts, cables, conduits, public utilities lines, ventilation shafts, elevator openings and shafts, mail shutes, incinerator shafts, stairwells, and every other facility of every kind and nature which passes through or enters the C-Level or the Garage for the providing of such services for the benefit of the Condominium and means of ingress and egress thereto, together with an easement to enable the owners and occupants thereof to maintain, repair, replace, alter and supplement all of such facilities without any necessity for the owners and occupants of the Condominium to request or obtain any additional easement or right-of-way for the providing of utility services or means of ingress or egress;

(e) All easements or rights-of-way as are necessary to permit owners and occupants of the Condominium access to all machinery or mechanical rooms on the C-Level which service the Condominium for the purpose of maintaining, servicing, repairing, replacing, altering or supplementing such machines and mechanical systems without any necessity for the owners and occupants of the Condominium to request or obtain any additional easement or right-of-way for such purposes;

(f) To the extent necessary, a free, uninterrupted, and perpetual easement for structural

support, both subjacent and lateral, over, upon and against the C-Level and the Garage;

(g) If any part of the Condominium encroaches on the C-Level or the Garage for any reason other than the intentional or negligent act of any owner or occupant of the Condominium, then an easement for that encroachment and the maintenance thereof shall exist for as long as the encroachment shall exist. In addition, if any part of the Condominium is partially or totally destroyed and rebuilt and any part thereof then encroaches upon any part of the C-Level or the Garage, an easement for that encroachment and the maintenance thereof shall exist for as long as the encroachment shall exist, provided that such encroachment does not unreasonably interfere with the use and enjoyment of the C-Level and the Garage;

(h) A non-exclusive easement for use of the loading dock in the C-Level.

Section 7.6. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under the Common Elements for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance.

Section 7.7. Additional Exterior Doors. Declarant shall have the power to give Unit Owners the right to install a door or doors through the exterior wall of the Building to afford additional means of access to the Owner's Unit, provided that such door can be installed without adversely affecting the structural integrity of the Building. Any such authorization to be valid must be in writing signed by Declarant and may be subject to such conditions as Declarant deems necessary or desirable.

## ARTICLE VIII

### MORTGAGES

Section 8.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so

state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Premises, unless the damage is confined solely to a Unit or Units subject to the Permitted Mortgagee's mortgage, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Premises other than within the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee and the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Premises to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Premises and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The lien of any purported mortgage which does not comply with all the requirements of this Article VIII shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

Section 8.2. Reports and Notices. Upon the specific written request of a holder of a Permitted Mortgage on a Unit or its servicer to the Executive Board, the Permitted Mortgagee shall be entitled to receive any or all of the following as designated in the request:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;



(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

(c) Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

(d) Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

(e) Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Premises;

(g) Notice of any default under the Condominium Documents by the owner of the Unit which is subject to the mortgage, which default is not cured within thirty (30) days after the occurrence of such default;

(h) The right to examine the books and records of the Executive Board at any reasonable time; or

(i) Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Premises.

The request of a Permitted Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a Permitted Mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE IX

INSURANCE

Section 9.1. Types and Amounts. The Association shall obtain such types and amounts of insurance as it deems appropriate and prudent consistent with the provisions of the Act and Article VIII of the Cross-Easement, Utilities Services and Insurance Agreement, as amended and as more fully described in Exhibit D hereto.

Section 9.2. Insurance Surcharge. Without limiting the scope of Section 6.1(d) above, if the insurance premiums or charges for any insurance procured by or at the direction of the Association is increased, or is established at a rate higher than would otherwise be the case, as the result of the act(s) or omission(s) of a particular Unit Owner or Owners, the Executive Board shall have the right, but shall have no obligation, to bill such Unit Owner or Owners for the amount of the additional insurance premium or charge resulting therefrom.

ARTICLE X

LIMITATION OF LIABILITY

Section 10.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or property caused by the elements or by another Unit Owner or Person on the Premises, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

(b) Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

(d) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 10.2. Indemnification. Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding,

whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Unit Owner set forth in this Section 10.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter law or agreement or by vote of the Unit Owners or otherwise.

Section 10.3. Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any lessees or sublessees of the Unit owned by such Unit Owner for all liabilities arising out of the Ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements or Limited Common Elements.

Section 10.4. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any Permitted Mortgages and such complaints shall be defended by the Association. The Unit Owners and the holders of Permitted Mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 10.3 hereof against one or more but less than all Unit Owners or Units shall be defended by such Unit Owners who are defendants themselves and such Unit Owners shall promptly give written notice of the institution of any such suit to the Association and to the holders of any Permitted Mortgages encumbering such Units.

ARTICLE XI

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS;  
EMINENT DOMAIN

Section 11.1. Applicability of Condominium Documents.

Each present and future owner, lessee, occupant and Mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, this Declaration, the Plats and Plans, the Bylaws and the Rules and Regulations and with the covenants, conditions and restrictions as set forth in this Declaration, the Plats and Plans, the Bylaws, the Rules and Regulations and the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or Permitted Mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration, the Plats and Plans, the Bylaws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee or lessee, and are deemed not objectionable by such Permitted Mortgagee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 11.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

ARTICLE XII

EXECUTIVE BOARD OF THE ASSOCIATION

Section 12.1. Powers of Executive Board. The Executive Board of the Association shall possess all of the duties and powers granted to the Executive Board by the Act.

Section 12.2. Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Premises, or any questions of interpretation or application of the provisions of this Declaration, the Plats and Plans, the Bylaws or the Rules and Regulations, the determination thereof by the Executive Board shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

Section 12.3. Amendments to the Condominium Documents. The Condominium Documents shall be amended in accordance with the Act and the Condominium Documents. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that is defective, missing or inconsistent with any other provisions hereof, or if such amendment is necessary to conform to the requirements of any federal or state regulatory body having jurisdiction over mortgage lending institutions with respect to condominium projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Premises, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of the type described in this Section 12.3 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

Section 12.4. Abating and Enjoining Violations by Unit Owners. The violation of any Rules and Regulations adopted by

the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Unit Owner or any tenant of such Unit Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

#### ARTICLE XIII

##### MANAGEMENT

The Association in its discretion may employ a professional, experienced managing agent who shall oversee the daily operation of the Condominium, in accordance with the provisions of the Act, Declaration, Bylaws and Rules and Regulations.

#### ARTICLE XIV

##### BUDGETS; COMMON EXPENSES; ASSESSMENTS; ENFORCEMENT; LIABILITY OF UNIT OWNERS

Section 14.1. Annual Budget. The Executive Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association in accordance with the provisions of the Act, and the Condominium Documents (including without limitation Article X of the Bylaws).

Section 14.2. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including, by way of illustration and not limitation, any Unit Owner's non-payment of his assessment), the Executive Board shall have the power, at any time (and from time to time) it deems necessary and proper, to levy one or more Special Assessments against each Unit Owner.

Section 14.3. Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual

basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 14.4. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §§3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 14.5. Use of Assessments. All monies collected hereunder shall be used for the purposes designated herein.

Section 14.6. Failure to Fix New Assessments. If the Executive Board shall fail to fix new assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such assessments during the fiscal year just ended and such sum shall be deemed to be the new assessments for the succeeding fiscal year. If the Executive Board shall change the assessment at a later date, such new assessment shall be treated as if it were a Special Assessment under Section 14.2 hereof.

Section 14.7. No Exemption by Waiver. No Unit Owner may exempt himself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

Section 14.8. Personal Liability of Unit Owners. All sums assessed by the Association as an Annual or Special Assessment, together with interest thereon at the then maximum legal rate from the thirtieth (30th) day following adoption of the resolution fixing such assessment or from such date or dates (in the case of assessments payable in installments) as may be provided in such resolution, shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 3315 of the Act. The Association may take action for failure to pay any assessment or other charges pursuant to Section 3315 of the Act and may assess a late charge for failure to pay any assessment or other charge on the date on which it is due. The delinquent Owner shall be obligated to pay (i) all expenses of the Executive Board, including



reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

Section 14.9. Unpaid Assessments Upon Execution Sale Against a Unit. Any unpaid assessments which cannot be promptly collected from the former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners, including (by way of illustration and not limitation) the purchaser who acquired title at the sheriff's sale, his successors and assigns and any holder of a Permitted Mortgage who comes into possession of a Unit by deed in lieu of foreclosure or assignment in lieu of foreclosure.

Section 14.10. Liability of Purchaser of Unit for Unpaid Assessments. Notwithstanding the provisions of Section 14.8 hereof, (but subject to the provisions of Section 3407(c) of the Act), upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid assessments which such grantee may have paid, and until any such assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 3315 of the Act. Notwithstanding the foregoing, any holder of a Permitted Mortgage which comes into possession of a Unit by deed in lieu of foreclosure or assignment in lieu of foreclosure, shall not be liable for any unpaid assessments for Common Expenses or Limited Expenses, or for fees, charges, late charges, fines and interest charged pursuant to Section 3302(a)(10), (11) and (12) of the Act, which are charges against the Unit taken by such Permitted Mortgagee in lieu of foreclosure, and any such charges may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners (including said Permitted Mortgagee which acquired such Unit in lieu of foreclosure).

Section 14.11. Utility Charges. All utilities currently provided to the Premises (excluding telephone and cable television service, if any), will either be separately metered or billed directly to Unit Owners as part of the Common Expenses. Separately metered utilities shall be paid directly by the Unit Owner consuming the utility service. In the event a Unit Owner uses a disproportionate amount of any utility not separately metered, the Executive Board shall have the right, but shall have no obligation, to engage a registered Professional Engineer to compute that Unit Owner's utility usage and to determine an equitable utility charge and to bill the Unit Owner based upon such usage.

Section 14.12. Plaza. Each Unit Owner shall be responsible for his proportionate share of all real property taxes and assessments assessed against the Plaza, as defined in Section 1.2 above, and accruing from the date of filing of this Declaration. If the undivided percentage interests in the Plaza are not assessed in the Unit Owner's separate real estate tax bills, or if the Plaza is not taxed separately from the other ownership interests in Lot No. 3 of which the Plaza is a part, the Association shall be responsible for payment of real estate taxes attributable to the land portion (as distinguished from real estate taxes attributable to the underground garage improvements) of said Lot No. 3; and such real estate taxes shall be a Common Expense; provided, however, that if the Association fails to pay such real estate taxes, the entity or entities owning the remaining interests in Lot No. 3 shall be entitled to pay such real estate taxes and proceed against the Association or the Unit Owners directly, or both, for reimbursement of the real estate taxes assessed against the land portion of Lot No. 3. The Unit Owners shall not have the right individually, but the Association acting on behalf of all Unit Owners collectively shall have the right, to exercise the rights contained in the Tax Agreement between The Equitable Life Assurance Society of the United States and Three Rivers Capital, Inc., dated June 19, 1982, and recorded in Deed Book Volume 6122, page 848, Allegheny County, Pennsylvania, Records.

ARTICLE XV

OPTION TO EXPAND THE CONDOMINIUM

Section 15.1. Reservation. Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Condominium from time to time in compliance with §3211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit. This option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit "E" hereto. There are no other limitations on this option to add Additional Real Estate to the Condominium.

Section 15.2. Assurances. Declarant makes no assurances as to location or description of improvements and Common Elements which may be made or created within the Additional Real Estate. At such time as the Condominium is expanded, the maximum number of Units created within the Additional Real Estate as an aggregate will be no more than forty (40) Units. The maximum percentage of the aggregate floor area of all Units that may be created on the Additional Real Estate and that may be occupied by Units, restricted exclusively to non-residential use, if such Additional Real Estate is added to the Condominium, is thirty percent (30%) of the aggregate floor area of such Additional Real Estate. No assurances are given that any improvements to be constructed on the Additional Real Estate and Units therein will be compatible in quality, size, materials and architectural style with the Units in the Premises. Declarant expressly reserves the right to designate Common Elements in the Additional Real Estate which may be assigned subsequently as Limited Common Elements. Declarant makes no assurances as to type, size, maximum number of such Common Elements or Limited Common Elements or proportion of Limited Common Elements to Units. The reallocation of Percentage Interests in the Additional Real Estate and the Premises shall be computed by use of the formula set forth in Section 5.1 herein. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created in the Additional Real Estate. In the event

that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, the assurances contained in this Article XV shall not apply.

#### ARTICLE XVI

##### OPTION TO WITHDRAW REAL ESTATE

Section 16.1. Reservation. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Condominium from time to time in compliance with §3212 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added or converted, except as set forth in Section 3212 of the Act; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such on Exhibit "F" hereto. There are no other limitations on this option to withdraw the Withdrawable Real Estate from the Condominium.

Section 16.2. Assurances. The reallocation of Percentage Interests after withdrawal of any Withdrawable Real Estate containing a Unit or Units among the remaining Units in the Condominium shall be computed by use of the formula set forth in Section 5.1 herein. The assurances contained in this Article 16 shall not apply in the event the Withdrawable Real Estate is not withdrawn from the Condominium.

#### ARTICLE XVII

##### INTERPRETATION

The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a condominium project. The headings preceding the various paragraphs of this Declaration and the Table of Contents are intended solely for the convenience of readers of this Declaration.

ARTICLE XVIII

SEVERABILITY

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the condominium project which this Declaration is intended to create.

ARTICLE XIX

EFFECTIVE DATE

This Declaration shall become effective when it and the Plats and Plans have been recorded.

IN WITNESS WHEREOF, Declarant, intending to be legally bound hereby has duly executed this Declaration, the day and year first above written.

WITNESS:

*K. Biddle*

DUQUESNE PARTNERS L.P., a Delaware  
Limited Partnership:

By *Steven V. Blumenthal*  
Steven V. Blumenthal, as attorney-  
in-fact for Earl A. Sampson,  
Michael H. Monier and Continental  
Fairview Group, Inc., General Partners

DEC 23 82 70226

EXHIBIT "A"  
LEGAL DESCRIPTION OF THE REAL ESTATE

All of the following described premises situate in the 2nd Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania:

(a) the following described air space overlying Lot No. 2 and the portions of the building known as "Gateway Towers" 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 the building known as "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 the building known as "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 four 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 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, Page 94-96, 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 Lots Nos. 2 and 3 in 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 a 26-story building known as "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 the building know as "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 four 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, 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 Lots Nos. 2 and 3 in 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 a 26-story building

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known as "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) the following described portion of the basement of the building known as "Gateway Towers" which occupies 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 the building known as "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 above (but not below) a horizontal plane (said horizontal plane being below the concrete slab forming the basement floor of the building known as "Gateway Towers"), the elevation of which horizontal plane is 716.16 feet, more or less, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which is bounded by the following 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 aforesaid 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

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Office of the Recorder of Deeds of Allegheny County,  
Pennsylvania in Plan Book Volume 110, Pages 94-96, more par-  
ticularly bounded and described as follows:

BEGINNING at a point within Lot No. 2 in Gateway Plan of Lots  
No. 2 as recorded in the Recorder's Office of Allegheny  
County, Pennsylvania in Plan Book Volume 110, pages 94, 95 and  
96, said point being the following two (2) courses and  
distances from the point common to the easterly side of  
Commonwealth Place and the line dividing Lot Nos. 2 and 3 in  
said plan:

North 71°05'15" East a distance of 184.75 feet;  
North 18°54'45" West a distance of 43.00 feet to  
the point of beginning;

thence from said point of beginning along a column at the  
southwesterly corner of the parcel herein described North 18°  
54'45" West a distance of 0.90 feet to a point; thence along  
same South 71°05'15" West a distance of 0.67 feet to a point;  
thence along a 12" concrete wall North 18°54'45" West a  
distance of 21.32 feet to a point; thence along a column North  
71°05'15" East a distance of 0.98 feet; thence along same  
North 18°54'45" West a distance of 2.11 feet to a point;  
thence along same and along the interior wall of the room  
herein described South 71°05'15" West a distance of 3.55 feet  
to a point; thence continuing along the interior walls of the  
rooms herein described the following courses and distances:

North 18°54'45" West a distance of 2.30 feet;  
South 71°05'15" West a distance of 1.04 feet;  
North 18°54'45" West a distance of 5.33 feet;  
North 71°05'15" East a distance of 21.55 feet;  
South 62°15'45" East a distance of 10.31 feet;

thence along a column South 71°05'15" West a distance of 1.50  
feet to a point; thence along same South 18°54'45" East a  
distance of 2.25 feet to a point; thence still along same  
North 71°05'15" East a distance of 1.41 feet to a point;  
thence along the interior wall of the rooms herein described  
South 18°54'45" East a distance of 21.31 feet to a point;  
thence along a column South 71°05'15" West a distance of 1.21  
feet to a point; thence along same South 18°54'45" East a  
distance of 0.90 feet to a point; thence along a 12" concrete  
wall South 71°05'15" West a distance of 10.78 feet to a  
point; thence along a column North 18°54'45" West a distance  
of 0.90 feet to a point; thence along same South 71°05'15"

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West a distance of 1.67 feet to a point; thence along same South 18°54'45" East a distance of 0.90 feet to a point; thence along a 12" concrete wall South 71°05'15" West a distance of 10.60 feet to the point of beginning. Consisting of Units CE-1 and CE-2.

(c) a non-exclusive right in the Light and Air Easement and in the Encroachment Easement as described in deed from The Equitable Life Assurance Society of the United States to Gateway Capital, Inc., et al. dated June 19, 1979, recorded in Deed Book Volume 6123, Page 181;

(d) the reinforced concrete vault; and

(e) the surface rights and air rights (but no subterranean rights) to the following described real property:

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, 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: South 18°54'45" East a distance of 43.43 feet; thence South 11°42'45" East a distance of 47.95 feet; thence South 18°08'00" East a distance of 22.82 feet to a point; thence 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; South 71°05'15" West a distance of 147.67 feet to a point; thence North 18°54'45" West a distance of 4.33 feet to a point; thence South 71°05'15" West a distance of 51.17 feet to a point; thence South 18°54'45" East a distance of 4.33 feet to a point; thence 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.

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EXHIBIT "B"  
PLATS AND PLANS

[The Plats and Plans of the Condominium are to be attached  
as Exhibit "B".]

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Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)
<u>First Floor (Cont.)</u>		<u>First Floor (Cont.)</u>		<u>First Floor (Cont.)</u>	
1E-94	.00037	1W-8	.00151	1W-48	.00039
1E-95	.00039	1W-9	.00039	1W-49	.00110
1E-96	.00031	1W-10	.00037	1W-50	.00149
1E-97	.00037	1W-11	.00031	1W-51	.00180
1E-98	.00039	1W-12	.00039	1W-52	.00194
1E-99	.00151	1W-13	.00037	1W-53	.00030
1E-100	.00180	1W-14	.00031	1W-54	.00037
1E-101	.00194	1W-15	.00194	1W-55	.00039
1E-102	.00031	1W-16	.00180	1W-56	.00031
1E-103	.00037	1W-17	.00151	1W-57	.00037
1E-104	.00039	1W-18	.00039	1W-58	.00039
1E-105	.00031	1W-19	.00037	1W-59	.00179
1E-106	.00037	1W-20	.00031	1W-60	.00248
1E-107	.00039	1W-21	.00039	1W-61	.00194
1E-108	.00151	1W-22	.00037	1W-62	.00039
1E-109	.00180	1W-23	.00030	1W-63	.00039
1E-110	.00194	1W-24	.00194	1W-64	.00147
1E-111	.00028	1W-25	.00180	1W-65	.00194
1E-112	.00033	1W-26	.00149	1W-66	.00039
1E-113	.00036	1W-27	.00039	1W-67	.00039
1E-114	.00034	1W-28	.00037	1W-68	.00174
1E-115	.00040	1W-29	.00030	1W-69	.00247
1E-116	.00043	1W-30	.00039	1W-70	.00194
1E-117	.00203	1W-31	.00025	1W-71	.00031
1E-118	.00180	1W-32	.00011	1W-72	.00037
1E-119	.00194	1W-33	.00030	1W-73	.00039
1E-120	.00037	1W-34	.00658	1W-74	.00020
1E-121	.00039	1W-35	.00261	1W-75	.00024
1E-122	.00037	1W-36	.00158	1W-76	.00026
1E-123	.00039	1W-37	.00261	1W-77	.00162
1E-124	.00203	1W-38	.00658	1W-78	.00193
1E-125	.00207	1W-39	.00009	1W-79	.00207
1E-126	.00436	1W-40	.00009	1W-80	.00031
1W-1	.01995	1W-41	.00030	1W-81	.00037
1W-2	.00023	1W-42	.00011	1W-82	.00039
1W-3	.00031	1W-43	.00025	1W-83	.00031
1W-4	.00023	1W-44	.00039	1W-84	.00037
1W-5	.00031	1W-45	.00018	1W-85	.00039
1W-6	.00194	1W-46	.00030	1W-86	.00151
1W-7	.00180	1W-47	.00037	1W-87	.00180

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Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)
<u>First Floor (Cont.)</u>		<u>Second Floor (Cont.)</u>		<u>Second Floor (Cont.)</u>	
1W-88	.00194	2E-27	.00019	2E-67	.00030
1W-89	.00031	2E-28	.00018	2E-68	.00030
1W-90	.00037	2E-29	.00019	2E-69	.00024
1W-91	.00039	2E-30	.00026	2E-70	.00024
1W-92	.00031	2E-31	.00039	2E-71	.00098
1W-93	.00037	2E-32	.00020	2E-72	.00031
1W-94	.00039	2E-33	.00019	2E-73	.00030
1W-95	.00154	2E-34	.00018	2E-74	.00030
1W-96	.00227	2E-35	.00018	2E-75	.00024
1W-97	.00235	2E-36	.00015	2E-76	.00023
		2E-37	.00015	2E-77	.00020
		2E-38	.00098	2E-78	.00019
		2E-39	.00047	2E-79	.00018
		2E-40	.00045	2E-80	.00018
		2E-41	.00045	2E-81	.00015
		2E-42	.00037	2E-82	.00005
		2E-43	.00038	2E-83	.00020
		2E-44	.00047	2E-84	.00019
		2E-45	.00045	2E-85	.00018
		2E-46	.00045	2E-86	.00018
		2E-47	.00037	2E-87	.00015
		2E-48	.00037	2E-88	.00005
		2E-49	.00020	2E-89	.00098
		2E-50	.00019	2E-90	.00031
		2E-51	.00018	2E-91	.00030
		2E-52	.00018	2E-92	.00030
		2E-53	.00015	2E-93	.00024
		2E-54	.00015	2E-94	.00020
		2E-55	.00020	2E-95	.00031
		2E-56	.00019	2E-96	.00030
		2E-57	.00018	2E-97	.00030
		2E-58	.00018	2E-98	.00024
		2E-59	.00015	2E-99	.00024
		2E-60	.00015	2E-100	.00031
		2E-61	.00031	2E-101	.00030
		2E-62	.00030	2E-102	.00030
		2E-63	.00030	2E-103	.00024
		2E-64	.00024	2E-104	.00024
		2E-65	.00024	2E-105	.00020
		2E-66	.00031	2E-106	.00019
<u>Second Floor</u>					
2E-1	.00034				
2E-2	.00097				
2E-3	.00045				
2E-4	.00016				
2E-5	.00020				
2E-6	.00019				
2E-7	.00020				
2E-8	.00019				
2E-9	.00011				
2E-10	.00098				
2E-11	.00047				
2E-12	.00013				
2E-13	.00047				
2E-14	.00013				
2E-15	.00020				
2E-16	.00019				
2E-17	.00011				
2E-18	.00020				
2E-19	.00019				
2E-20	.00098				
2E-21	.00047				
2E-22	.00013				
2E-23	.00047				
2E-24	.00049				
2E-25	.00004				
2E-26	.00020				

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Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)
<u>Second Floor (Cont.)</u>		<u>Second Floor (Cont.)</u>		<u>Second Floor (Cont.)</u>	
2E-107	.00018	2E-147	.00030	2E-187	.00018
2E-108	.00018	2E-148	.00024	2E-188	.00015
2E-109	.00015	2E-149	.00024	2E-189	.00015
2E-110	.00015	2E-150	.00031	2E-190	.00018
2E-111	.00020	2E-151	.00030	2E-191	.00018
2E-112	.00019	2E-152	.00030	2E-192	.00019
2E-113	.00018	2E-153	.00024	2E-193	.00020
2E-114	.00018	2E-154	.00024	2E-194	.00030
2E-115	.00015	2E-155	.00098	2E-195	.00024
2E-116	.00015	2E-156	.00031	2E-196	.00024
2E-117	.00098	2E-157	.00030	2E-197	.00030
2E-118	.00031	2E-158	.00030	2E-198	.00030
2E-119	.00030	2E-159	.00024	2E-199	.00031
2E-120	.00030	2E-160	.00024	2E-200	.00098
2E-121	.00024	2E-161	.00020	2E-201	.00030
2E-122	.00024	2E-162	.00019	2E-202	.00024
2E-123	.00031	2E-163	.00018	2E-203	.00024
2E-124	.00030	2E-164	.00018	2E-204	.00030
2E-125	.00030	2E-165	.00015	2E-205	.00030
2E-126	.00024	2E-166	.00015	2E-206	.00031
2E-127	.00024	2E-167	.00020	2E-207	.00030
2E-128	.00031	2E-168	.00019	2E-208	.00024
2E-129	.00030	2E-169	.00018	2E-209	.00024
2E-130	.00030	2E-170	.00018	2E-210	.00030
2E-131	.00024	2E-171	.00015	2E-211	.00030
2E-132	.00024	2E-172	.00015	2E-212	.00031
2E-133	.00020	2E-173	.00094	2E-213	.00018
2E-134	.00019	2E-174	.00030	2E-214	.00015
2E-135	.00018	2E-175	.00049	2E-215	.00015
2E-136	.00018	2E-176	.00030	2E-216	.00018
2E-137	.00015	2E-177	.00049	2E-217	.00018
2E-138	.00015	2E-178	.00030	2E-218	.00019
2E-139	.00020	2E-179	.00094	2E-219	.00020
2E-140	.00019	2E-180	.00018	2E-220	.00018
2E-141	.00018	2E-181	.00015	2E-221	.00015
2E-142	.00018	2E-182	.00015	2E-222	.00015
2E-143	.00015	2E-183	.00018	2E-223	.00018
2E-144	.00015	2E-184	.00018	2E-224	.00018
2E-145	.00031	2E-185	.00019	2E-225	.00019
2E-146	.00030	2E-186	.00020	2E-226	.00020

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Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)
<u>Second Floor (Cont.)</u>		<u>Second Floor (Cont.)</u>		<u>Second Floor (Cont.)</u>	
2E-227	.00030	2E-267	.00024	2E-307	.00024
2E-228	.00024	2E-268	.00024	2E-308	.00024
2E-229	.00024	2E-269	.00030	2E-309	.00030
2E-230	.00030	2E-270	.00030	2E-310	.00030
2E-231	.00030	2E-271	.00031	2E-311	.00031
2E-232	.00031	2E-272	.00029	2E-312	.00018
2E-233	.00030	2E-273	.00024	2E-313	.00017
2E-234	.00024	2E-274	.00024	2E-314	.00017
2E-235	.00024	2E-275	.00030	2E-315	.00021
2E-236	.00030	2E-276	.00030	2E-316	.00021
2E-237	.00030	2E-277	.00031	2E-317	.00022
2E-238	.00031	2E-278	.00098	2E-318	.00023
2E-239	.00030	2E-279	.00017	2E-319	.00018
2E-240	.00024	2E-280	.00015	2E-320	.00019
2E-241	.00024	2E-281	.00015	2E-321	.00020
2E-242	.00030	2E-282	.00018	2E-322	.00026
2E-243	.00030	2E-283	.00018	2E-323	.00031
2E-244	.00031	2E-284	.00019	2E-324	.00034
2E-245	.00098	2E-285	.00020	2E-325	.00150
2E-246	.00018	2E-286	.00017	2E-326	.00180
2E-247	.00015	2E-287	.00015	2E-327	.00194
2E-248	.00015	2E-288	.00015	2E-328	.00031
2E-249	.00015	2E-289	.00018	2E-329	.00037
2E-250	.00018	2E-290	.00018	2E-330	.00039
2E-251	.00019	2E-291	.00019	2E-331	.00031
2E-252	.00020	2E-292	.00020	2E-332	.00037
2E-253	.00018	2E-293	.00029	2E-333	.00039
2E-254	.00015	2E-294	.00024	2E-334	.00154
2E-255	.00015	2E-295	.00024	2E-335	.00180
2E-256	.00015	2E-296	.00030	2E-336	.00194
2E-257	.00018	2E-297	.00030	2E-337	.00034
2E-258	.00019	2E-298	.00031	2E-338	.00039
2E-259	.00020	2E-299	.00098	2E-339	.00030
2E-260	.00030	2E-300	.00030	2E-340	.00039
2E-261	.00024	2E-301	.00024	2E-341	.00149
2E-262	.00024	2E-302	.00024	2E-342	.00194
2E-263	.00030	2E-303	.00030	2E-343	.00038
2E-264	.00030	2E-304	.00030	2E-344	.00039
2E-265	.00031	2E-305	.00031	2E-345	.00038
2E-266	.00030	2E-306	.00030	2E-346	.00039



Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)
<u>Second Floor (Cont.)</u>		<u>Second Floor (Cont.)</u>		<u>Second Floor (Cont.)</u>	
2E-347	.00188	2W-34	.00038	2W-74	.00037
2E-348	.00194	2W-35	.00191	2W-75	.00039
2E-349	.00038	2W-36	.00180	2W-76	.00031
2E-350	.00039	2W-37	.00067	2W-77	.00037
2E-351	.00038	2W-38	.00039	2W-78	.00039
2E-352	.00039	2W-39	.00037	2W-79	.00151
2E-353	.00484	2W-40	.00030	2W-80	.00180
2W-1	.00828	2W-41	.00039	2W-81	.00191
2W-2	.00039	2W-42	.00025	2W-82	.00031
2W-3	.00191	2W-43	.00011	2W-83	.00037
2W-4	.00039	2W-44	.00030	2W-84	.00039
2W-5	.00039	2W-45	.00667	2W-85	.00031
2W-6	.00191	2W-46	.00261	2W-86	.00037
2W-7	.00247	2W-47	.00158	2W-87	.00039
2W-8	.00129	2W-48	.00261	2W-88	.00151
2W-9	.00141	2W-49	.00667	2W-89	.00180
2W-10	.00118	2W-50	.00009	2W-90	.00191
2W-11	.00039	2W-51	.00009	2W-91	.00031
2W-12	.00037	2W-52	.00030	2W-92	.00037
2W-13	.00029	2W-53	.00011	2W-93	.00039
2W-14	.00039	2W-54	.00025	2W-94	.00019
2W-15	.00037	2W-55	.00039	2W-95	.00022
2W-16	.00024	2W-56	.00018	2W-96	.00024
2W-17	.00191	2W-57	.00030	2W-97	.00184
2W-18	.00180	2W-58	.00037	2W-98	.00195
2W-19	.00143	2W-59	.00039	2W-99	.00206
2W-20	.00030	2W-60	.00054	2W-100	.00054
2W-21	.00037	2W-61	.00067	2W-101	.00053
2W-22	.00023	2W-62	.00180	2W-102	.00165
2W-23	.00048	2W-63	.00191	2W-103	.00212
2W-24	.00037	2W-64	.00037	2W-104	.00040
2W-25	.00038	2W-65	.00044	2W-105	.00039
2W-26	.00191	2W-66	.00046	2W-106	.00040
2W-27	.00180	2W-67	.00025	2W-107	.00039
2W-28	.00151	2W-68	.00030	2W-108	.00090
2W-29	.00030	2W-69	.00031	2W-109	.00250
2W-30	.00028	2W-70	.00151	2W-110	.00254
2W-31	.00023	2W-71	.00180	2W-111	.00228
2W-32	.00048	2W-72	.00191		
2W-33	.00045	2W-73	.00031		

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Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)
<u>Third Floor</u>		<u>Third Floor (Cont.)</u>		<u>Third Floor (Cont.)</u>	
3E-1	.00039	3E-41	.00039	3E-81	.00016
3E-2	.00028	3E-42	.00037	3E-82	.00020
3E-3	.00229	3E-43	.00031	3E-83	.00039
3E-4	.00155	3E-44	.00191	3E-84	.00090
3E-5	.00524	3E-45	.00180	3E-85	.00149
3E-6	.00243	3E-46	.00150	3E-86	.00082
3E-7	.00057	3E-47	.00039	3E-87	.00098
3E-8	.00225	3E-48	.00020	3E-88	.00191
3E-9	.00195	3E-49	.00016	3E-89	.00018
3E-10	.00016	3E-50	.00030	3E-90	.00030
3E-11	.00012	3E-51	.00039	3E-91	.00016
3E-12	.00061	3E-52	.00020	3E-92	.00020
3E-13	.00051	3E-53	.00016	3E-93	.00039
3E-14	.00191	3E-54	.00030	3E-94	.00018
3E-15	.00199	3E-55	.00191	3E-95	.00030
3E-16	.00039	3E-56	.00980	3E-96	.00016
3E-17	.00041	3E-57	.00082	3E-97	.00020
3E-18	.00039	3E-58	.00149	3E-98	.00039
3E-19	.00041	3E-59	.00039	3E-99	.00052
3E-20	.00191	3E-60	.00020	3E-100	.00150
3E-21	.00199	3E-61	.00016	3E-101	.00180
3E-22	.00039	3E-62	.00030	3E-102	.00191
3E-23	.00037	3E-63	.00039	3E-103	.00030
3E-24	.00039	3E-64	.00020	3E-104	.00037
3E-25	.00037	3E-65	.00016	3E-105	.00039
3E-26	.00191	3E-66	.00030	3E-106	.00030
3E-27	.00180	3E-67	.00489	3E-107	.00037
3E-28	.00238	3E-68	.00142	3E-108	.00039
3E-29	.00039	3E-69	.00258	3E-109	.00151
3E-30	.00037	3E-70	.00157	3E-110	.00180
3E-31	.00031	3E-71	.00258	3E-111	.00191
3E-32	.00039	3E-72	.00142	3E-112	.00031
3E-33	.00037	3E-73	.00489	3E-113	.00037
3E-34	.00031	3E-74	.00018	3E-114	.00039
3E-35	.00191	3E-75	.00030	3E-115	.00031
3E-36	.00180	3E-76	.00016	3E-116	.00037
3E-37	.00151	3E-77	.00020	3E-117	.00039
3E-38	.00039	3E-78	.00039	3E-118	.00239
3E-39	.00037	3E-79	.00018	3E-119	.00180
3E-40	.00031	3E-80	.00030	3E-120	.00191

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Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)
<u>Third Floor (Cont.)</u>		<u>Third Floor (Cont.)</u>		<u>Third Floor (Cont.)</u>	
3E-121	.00037	3W-5	.00039	3W-45	.00031
3E-122	.00039	3W-6	.00028	3W-46	.00191
3E-123	.00037	3W-7	.00039	3W-47	.00180
3E-124	.00039	3W-8	.00030	3W-48	.00151
3E-125	.00179	3W-9	.00191	3W-49	.00039
3E-126	.00191	3W-10	.00170	3W-50	.00037
3E-127	.00034	3W-11	.00039	3W-51	.00031
3E-128	.00039	3W-12	.00037	3W-52	.00039
3E-129	.00030	3W-13	.00108	3W-53	.00037
3E-130	.00039	3W-14	.00039	3W-54	.00030
3E-131	.00149	3W-15	.00037	3W-55	.00191
3E-132	.00190	3W-16	.00088	3W-56	.00180
3E-133	.00036	3W-17	.00238	3W-57	.00149
3E-134	.00039	3W-18	.00164	3W-58	.00039
3E-135	.00036	3W-19	.00039	3W-59	.00037
3E-136	.00039	3W-20	.00235	3W-60	.00030
3E-137	.00176	3W-21	.00023	3W-61	.00039
3E-138	.00191	3W-22	.00251	3W-62	.00031
3E-139	.00036	3W-23	.00257	3W-63	.00011
3E-140	.00039	3W-24	.00039	3W-64	.00030
3E-141	.00040	3W-25	.00037	3W-65	.00630
3E-142	.00039	3W-26	.00237	3W-66	.00256
3E-143	.00194	3W-27	.00039	3W-67	.00141
3E-144	.00191	3W-28	.00037	3W-68	.00252
3E-145	.00039	3W-29	.00191	3W-69	.00630
3E-146	.00039	3W-30	.00180	3W-70	.00009
3E-147	.00039	3W-31	.00039	3W-71	.00009
3E-148	.00039	3W-32	.00037	3W-72	.00030
3E-149	.00194	3W-33	.00025	3W-73	.00011
3E-150	.00191	3W-34	.00039	3W-74	.00031
3E-151	.00039	3W-35	.00037	3W-75	.00039
3E-152	.00039	3W-36	.00025	3W-76	.00018
3E-153	.00039	3W-37	.00191	3W-77	.00030
3E-154	.00039	3W-38	.00180	3W-78	.00037
3E-155	.00194	3W-39	.00144	3W-79	.00039
3E-156	.00191	3W-40	.00039	3W-80	.00113
3W-1	.00039	3W-41	.00037	3W-81	.00149
3W-2	.00028	3W-42	.00031	3W-82	.00180
3W-3	.00191	3W-43	.00039	3W-83	.00191
3W-4	.00137	3W-44	.00037	3W-84	.00030

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Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)
<u>Third Floor (Cont.)</u>		<u>Third Floor (Cont.)</u>		<u>Twenty-Seventh Floor (Cont.)</u>	
3W-85	.00037	3W-125	.00091	27E-21	.00284
3W-86	.00039	3W-126	.00199	27E-22	.00180
3W-87	.00030	3W-127	.00191	27E-23	.00039
3W-88	.00037	3W-128	.00031	27E-24	.00040
3W-89	.00039	3W-129	.00037	27E-25	.00400
3W-90	.00151	3W-130	.00039	27E-26	.00064
3W-91	.00180	3W-131	.00031	27E-27	.00061
3W-92	.00191	3W-132	.00037	27E-28	.00481
3W-93	.00031	3W-133	.00039	27E-29	.00036
3W-94	.00037	3W-134	.00141	27E-30	.00041
3W-95	.00039	3W-135	.00180	27E-31	.00080
3W-96	.00031	3W-136	.00191	27E-32	.00274
3W-97	.00037	3W-137	.00036	27E-33	.00174
3W-98	.00039	3W-138	.00039	27E-34	.00249
3W-99	.00151	3W-139	.00039	27E-35	.00211
3W-100	.00180	3W-140	.00039	27E-36	.00142
3W-101	.00191			27E-37	.00204
3W-102	.00031			27E-38	.00073
3W-103	.00037	<u>Twenty-Seventh Floor</u>		27E-39	.00280
3W-104	.00039	27E-1	.00175	27E-40	.00315
3W-105	.00031	27E-2	.00112	27E-41	.00068
3W-106	.00037	27E-3	.00025	27E-42	.00047
3W-107	.00039	27E-4	.00017	27E-43	.00036
3W-108	.00151	27E-5	.00376	27E-44	.00041
3W-109	.00180	27E-6	.00327	27E-45	.00024
3W-110	.00191	27E-7	.00117	27E-46	.00027
3W-111	.00047	27E-8	.00084	27E-47	.00267
3W-112	.00056	27E-9	.00126	27E-48	.00297
3W-113	.00060	27E-10	.00040	27E-49	.00057
3W-114	.00177	27E-11	.00067	27E-50	.00063
3W-115	.00198	27E-12	.00392	27E-51	.00228
3W-116	.00210	27E-13	.00141	27E-52	.00340
3W-117	.00037	27E-14	.00287	27E-53	.00033
3W-118	.00039	27E-15	.00331	27E-54	.00058
3W-119	.00033	27E-16	.00060	27E-55	.00100
3W-120	.00039	27E-17	.00038	27E-56	.00175
3W-121	.00149	27E-18	.00032	27E-57	.00022
3W-122	.00191	27E-19	.00036	27E-58	.00039
3W-123	.00062	27E-20	.00037	27E-59	.00026
3W-124	.00061				

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Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)
<u>Twenty-Seventh Floor</u> (Cont.)		<u>Twenty-Seventh Floor</u> (Cont.)		<u>Twenty-Seventh Floor</u> (Cont.)	
27E-60	.00038	27W-27	.00060	27W-66	.00254
27E-61	.00117	27W-28	.00222	27W-67	.00222
27E-62	.00168	27W-29	.00295	27W-68	.00016
27E-63	.00075	27W-30	.00045	27W-69	.00052
27E-64	.00107	27W-31	.00060	27W-70	.00045
27E-65	.00124	27W-32	.00045	27W-71	.00016
27E-66	.00224	27W-33	.00060	27W-72	.00032
27E-67	.00089	27W-34	.00222	27W-73	.00019
27E-68	.00045	27W-35	.00295	27W-74	.00045
27E-69	.00016	27W-36	.00045	27W-75	.00081
27E-70	.00039	27W-37	.00060	27W-76	.00254
27E-71	.00324	27W-38	.00045	27W-77	.00222
27E-72	.00214	27W-39	.00060	27W-78	.00016
27W-1	.00045	27W-40	.00222	27W-79	.00052
27W-2	.00016	27W-41	.00295	27W-80	.00045
27W-3	.00222	27W-42	.00045	27W-81	.00016
27W-4	.00081	27W-43	.00022	27W-82	.00052
27W-5	.00045	27W-44	.00032	27W-83	.00045
27W-6	.00016	27W-45	.00045	27W-84	.00081
27W-7	.00045	27W-46	.00060	27W-85	.00254
27W-8	.00016	27W-47	.00222	27W-86	.00222
27W-9	.00222	27W-48	.00295	27W-87	.00016
27W-10	.00275	27W-49	.00041	27W-88	.00052
27W-11	.00045	27W-50	.00062	27W-89	.00045
27W-12	.00045	27W-51	.00041	27W-90	.00016
27W-13	.00222	27W-52	.00062	27W-91	.00052
27W-14	.00271	27W-53	.00346	27W-92	.00045
27W-15	.00045	27W-54	.00230	27W-93	.00081
27W-16	.00055	27W-55	.00230	27W-94	.00254
27W-17	.00045	27W-56	.00292	27W-95	.00222
27W-18	.00077	27W-57	.00230	27W-96	.00016
27W-19	.00222	27W-58	.00346	27W-97	.00052
27W-20	.00156	27W-59	.00015	27W-98	.00045
27W-21	.00213	27W-60	.00047	27W-99	.00052
27W-22	.00085	27W-61	.00041	27W-100	.00045
27W-23	.00100	27W-62	.00015	27W-101	.00114
27W-24	.00162	27W-63	.00047	27W-102	.00100
27W-25	.00045	27W-64	.00041	27W-103	.00174
27W-26	.00045	27W-65	.00081	27W-104	.00152

Unit Identifying Number	Percentage Interest (%)
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Twenty-Seventh Floor  
(Cont.)

27W-105	.00156
27W-106	.00697
27W-107	.00060
27W-108	.00254
27W-109	.00222
27W-110	.00052
27W-111	.00045
27W-112	.00052
27W-113	.00045
27W-114	.00184
27W-115	.00222
27W-116	.00091
27W-117	.00351
27W-118	.00222
27W-119	.00229
27W-120	.00326

100.00000

The percentage interest for each Unit was computed by dividing the floor area (in square feet) of each Unit by the sum of the floor area (in square feet) of all Units in the Condominium. The floor area for each Unit shall mean the total number of square feet contained within a Unit measured generally by calculating the distances between the following vertical planes extended to intersect with each other, which planes fall on or are adjacent to the title lines for such Unit: (a) the title lines separating contiguous Units, (b) the interior plane of window glass along the entire length of all Perimeter Walls, and (c) a plane located two (2) inches inside the interior surface of any Common Element constituting the building core.

The area assigned to Units also includes any area located within the area defined by the aforesaid planes displaced by mechanical chases, structural elements, interior partitions, columns, ducts and the like.

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EXHIBIT "D"  
ADDITIONAL TITLE RESTRICTIONS

1. Rights of parties in possession of the Premises under existing leases.
2. Easements or servitudes apparent from an inspection of the premises and any variation in location or dimensions, conflict with lines of adjoining property, encroachments, projections or other matters which might be disclosed by an accurate survey of the premises.
3. Tax Agreement between Three Rivers Capital, Inc. and The Equitable Life Assurance Society of the United States, dated June 19, 1979, recorded June 22, 1979, as Instrument No. 40865, in Deed Book Volume 6122, Page 848.
4. Cross Easement, Utilities Services and Insurance Agreement between Gateway Capital, Inc. and Three Rivers Capital, Inc., dated June 19, 1979, recorded June 22, 1979 as Instrument No. 40870, in Deed Book Volume 6122, Page 911, as amended by First Amendment thereto dated January 27, 1982, recorded January 28, 1982 in Deed Book Volume 6436, Page 623.
5. Covenants as to Race, Creed, Color or National Origin, as set forth in the following Deeds from Urban Redevelopment Authority of Pittsburgh to The Equitable Life Assurance Society of the United States:
  - a. Deed dated November 3, 1950, recorded in Deed Book Volume 3105, Page 450.
  - b. Deed dated November 5, 1954, recorded in Deed Book Volume 3344, Page 609.
6. The following "Notes" shown on the recorded Plan, Plan Book Volume 110, Pages 94-96 inclusive:
  - a. Easement area, from and above the elevations noted, is subject to an easement for unobstructed light and air for Lot No. 2. See Declaration of Easement recorded in Deed Book Volume 6092, Page 869, as Instrument No. 23445.
  - b. The above easement area and Lot No. 2 together constitute a "Zoning Lot" as defined by Section 202 of the Zoning Ordinance of the City of

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Pittsburgh of May 10, 1978, to comply with the lot area requirements of said Ordinance as to "Gateway Towers".

- c. Lot No. 3 is subject to an easement for unobstructed light and air for Lot No. 2 and to restrictions on the type and height of structures to be located on Lot No. 3. See the above-mentioned Declaration of Easement recorded in Deed Book Volume 6092, Page 869, as Instrument No. 23445.
- d. The Equitable Life Assurance Society of the United States agrees that no structure shall be erected upon Lot No. 3 in this Plan without the approval of the Planning Commission of the City of Pittsburgh.

7. "The right to enter upon the surface of that portion of Lot No. 2 described as follows from time to time for the purpose of the construction, maintenance, inspection, repair and replacement of a garage building on the surface of Lot No. 3 in said Plan" as set forth in Deed from The Equitable Life Assurance Society of the United States to Gateway Capital, Inc. and Three Rivers Capital, Inc. dated June 19, 1979, and recorded June 22, 1979, in Deed Book Volume 6123, Page 181, as Instrument No. 40869.

8. Reservation concerning use of ramp and improvements and facilities "now or hereafter installed" for use in connection with ramp as contained in Deed from The Equitable Life Assurance Society of the United States to Three Rivers Capital, Inc., et al., dated June 19, 1979, and recorded June 22, 1979, in Deed Book Volume 6123, Page 181, as Instrument No. 40869.

9. The exception and reservation of exclusive rights and privileges of using all or part of Lot No. 3 for various purposes and covenants and conditions in connection therewith, all as contained in Deed from The Equitable Life Assurance Society of the United States to Three Rivers Capital, Inc. dated June 19, 1979, recorded June 22, 1979, in Deed Book Volume 6123, Page 172. (Lot No. 3)

10. Right to maintain existing encroachments, as granted by The Equitable Life Assurance Society of the United States to Hilton Hotels Corporation, by First Amendment to Lease,

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which Amendment is dated May 3, 1960, and recorded in Deed Book Volume 3822, Page 52. (Lot No. 3)

11. Right of Way for public fire hydrant from Gateway Capital, Inc. to City of Pittsburgh dated June 6, 1980, recorded August 7, 1980, in Deed Book Volume 6283, Page 450.

12. The following matters shown on Survey of Gateway Engineers, Inc., dated June 1979, Drawing No. 37556 B:

- a. Slight projection of "trim" of the Hilton Hotel building over southerly property line;
- b. Projection of 16 inch wall and 8 inch wall onto Commonwealth Place;
- c. Projection of roof coping over Commonwealth Place;
- d. Projection of planting area, driveway and curbs onto Fort Duquesne Boulevard;
- e. Projection of reinforced concrete vault under Fort Duquesne Boulevard;
- f. Projection of wall over easterly property line.

13. Terms, conditions, provisions and limitations contained in Ordinance No. 236 of the City of Pittsburgh, approved August, 15, 1963, concerning the reinforced concrete vault mentioned in Exhibit A hereof, a copy of which Ordinance is attached as an Exhibit to Instrument recorded in Deed Book Volume 4115, Page 136.

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EXHIBIT "E"  
LEGAL DESCRIPTION OF THE ADDITIONAL REAL ESTATE

All of the following described premises situate in the 2nd Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania:

The following described portion of the basement of the building known as "Gateway Towers" which occupies 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 the building known as "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 above (but not below) a horizontal plane (said horizontal plane being below the concrete slab forming the basement floor of the building known as "Gateway Towers"), the elevation of which horizontal plane is 716.16 feet, more or less measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which is bounded by the following 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 aforesaid 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, 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 42.00 feet from the line dividing Lots Nos. 2 and 3 in Gateway Plan of Lots No. 2; thence from said point of beginning through Lot No. 2 along the exterior facing of the wall of a 26-story building known as "Gateway Towers" the following courses and distances:

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North 71°05'15" East, a distance of 250.00 feet to a point;

North 18°54'45" West, a distance of 72.00 feet to a point;

South 71°05'15" West, a distance of 250.00 feet to a point;

South 18°54'45" East, a distance of 72.00 feet to the point at the place of BEGINNING.

Excepting and Reserving from the above described cube or polyhedron, nevertheless, the following areas located within the aforesaid basement:

(i) That portion of the basement known as Units CE-1 and CE-2, more particularly described in subsection (b) on Exhibit A attached hereto.

(ii) That portion of the Garage described in subsection (b) on Exhibit G attached hereto.

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EXHIBIT "F"  
LEGAL DESCRIPTION OF THE WITHDRAWABLE REAL ESTATE

All of the following described premises situate in the 2nd Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania:

(a) The following described portion of the basement of the building known as "Gateway Towers" which occupies 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 the building known as "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 above (but not below) a horizontal plane (said horizontal plane being below the concrete slab forming the subbasement floor of the building known as "Gateway Towers"), the elevation of which horizontal plane is 716.16 feet, more or less measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which is bounded by the following 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 aforesaid 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, 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 42.00 feet from the line dividing Lots Nos. 2 and 3 in Gateway Plan of Lots No. 2; thence from said point of beginning through Lot No. 2 along the exterior facing of the wall of a 26-story building known as "Gateway Towers" the following courses and distances:

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North 71°05'15" East, a distance of 250.00 feet to a point;

North 18°54'45" West, a distance of 72.00 feet to a point;

South 71°05'15" West, a distance of 250.00 feet to a point;

South 18°54'45" East, a distance of 72.00 feet to the point at the place of BEGINNING.

Excepting and Reserving from the above described cube or polyhedron, nevertheless, the following areas located within the aforesaid basement:

(i) That portion of the basement known as Units CE-1 and CE-2, more particularly described in subsection (b) on Exhibit A attached hereto.

(ii) That portion of the Garage described in subsection (b) on Exhibit G attached hereto.

(b) The following described air space overlying Lot No. 2 and the portions of the building known as "Gateway Towers" which occupy the following described air space:

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 the building known as "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 four 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 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, Page 94-96, 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 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 a 26 story building known as "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;

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 0.4661 acre;

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**EXHIBIT "G"**  
**LEGAL DESCRIPTION OF THE GARAGE**

All of the following described premises situate in the Second Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania:

(a) The following described portion of the land underlying Lot No. 2 and the basement portions of the building known as "Gateway Towers" which occupy the following described subterranean space:

ALL THAT CERTAIN real property situated in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, consisting of a polyhedron, which lies below (but not above) a horizontal plane (said horizontal plane being below the concrete slab forming the basement floor of the building known as "Gateway Towers", the elevation of which horizontal plane is 716.16 feet, more or less, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which is bounded by four vertical planes which are formed by projecting vertically downward without any downward boundary, the boundaries of that certain plot or parcel of land described as follows, together with the portions of the aforesaid building lying within the five (5) planes referred to above.

ALL THAT CERTAIN real property situate in the Second 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, Page 91-96, 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 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 a 26 story building known as "Gateway Towers" the following courses and distances: North 71° 05' 15" East a distance of 254.00 feet to a point; thence North 18° 54' 45" West a distance of 80.00 feet to a point; thence 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

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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) The following described portion of the land underlying Lot No. 2 and the garage portions of the building known as "Gateway Towers" which occupy the following described subterranean space:

ALL THAT CERTAIN real property situated in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania consisting of a polyhedron, which lies below (but not above) a horizontal plane (said horizontal plane being below the concrete slab forming the first floor of the building known as "Gateway Towers", the elevation of which horizontal plane is 728.95 feet, more or less, measured vertically above sea level as established 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 garage floor of the building known as "Gateway Towers"), the elevation of which horizontal plane is 714.25 feet, more or less, measured vertically above sea level as established by the United States Coast and Geodetic Survey, and which is bounded by eight 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 ten (10) planes forming said polyhedron of real property:

ALL THAT CERTAIN real property situate in the Second 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, Page 91-96, more particularly bounded and described, as follows:

BEGINNING at a point within Lot No. 2 in Gateway Plan of Lots No. 2 as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 110, pages 94, 95 and 96, said point being the following two (2) courses and distances from the point common to the easterly side of Commonwealth Place and the line dividing Lot Nos. 2 and 3 in said Plan:

North 71° 05' 15" East a distance of 137.60 feet;

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North 18° 54' 45" West a distance of 42.00 feet to the point of beginning;

thence from said point of beginning along a column at the southwesterly corner of the parcel herein described North 18° 54' 45" West a distance of 1.97 feet to a point; thence along same South 71° 05' 15" West a distance of 0.93 feet to a point; thence along the interior wall of the parking garage North 18° 54' 45" West a distance of 17.12 feet to a point; thence along same North 71° 05' 15" East a distance of 25.38 feet to a point; thence along same and along the westerly terminus of a ramp North 18° 54' 45" West a distance of 3.94 feet to a point; thence along the northerly side of said ramp North 71° 05' 15" East a distance of 21.03 feet to a point; thence along the easterly side of said ramp South 18° 54' 45" East a distance of 23.03 feet to a point; thence through Lot No. 2 in Gateway Plan of Lots No. 2 South 71° 05' 15" West a distance of 45.48 feet to the point of BEGINNING. Containing an area of 966.99 square feet;

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

ALL THAT CERTAIN real property situated in the Second 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, 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 42.00 feet more or less to a point on the facing of the exterior wall of the 26-story building known as "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 42.00 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;

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(d) All rights to the following described portion of Lot No. 2 which lies below (but not above) a horizontal plane (said horizontal plane being below the concrete slab forming the first floor of the building known as "Gateway Towers"), the elevation of which horizontal plane is 728.95 feet, more or less, measured vertically above sea level as established by the United States Coast and Geodetic Survey, being further described as follows:

BEGINNING at a point within Lot No. 2 in Gateway Plan of Lots No. 2 as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 110, Pages 94, 95 and 96, said point being the following two courses and distances from the point common to the easterly side of Commonwealth Place and the line dividing Lots Nos. 2 and 3 in said Plan: (1) North 18° 54' 45" West a distance of 42.00 feet, more or less, to a point on the facing of the exterior wall of the twenty-six story building known as "Gateway Towers"; (2) thence North 71° 05' 15" East along said facing of the exterior wall a distance of 250.00 feet, more or less, to the true point of beginning; thence from said point of beginning continuing North 71° 05' 15" East a distance of 6.74 feet, more or less, to a point; thence North 18° 54' 45" West a distance of 89.09 feet, more or less; thence in a north-westerly direction by a curve bearing to the left having a radius of 28.00 feet, more or less, through an arc distance of 19.647 feet, more or less, to a point; thence South 71° 03' 15" West a distance of 215.145 feet, more or less, to a point; thence 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, more or less, through an arc distance of 54.958 feet, more or less, to a point; thence South 18° 54' 45" East a distance of 00.04 feet, more or less, to a point on the facing of the exterior wall of said building; thence North 71° 05' 15" East along said facing of the exterior wall of said building a distance of 250.00 feet, more or less, to a point; thence South 18° 54' 45" East along the eastern exterior wall of said building a distance of 72.00 feet, more or less, to the point of the place of BEGINNING;

(e) The following described portion of the land underlying Lot No. 3 (but not including the surface rights or air rights to Lot No. 3) and the underground parking garage which occupies the following described subterranean space:

ALL THAT CERTAIN lot or parcel of land situate in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania

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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 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: South 18° 54' 45" East a distance of 43.34 feet; thence South 11° 42' 45" East a distance of 47.95 feet; thence South 18° 08' 00" East a distance of 22.82 feet to a point; thence South 18° 54' 45" East a distance of 18.00 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; South 71° 05' 15" West a distance of 147.67 feet to a point; thence North 18° 54' 45" West a distance of 4.33 feet to a point; thence South 71° 05' 15" West a distance of 51.17 feet to a point; thence South 18° 54' 45" East a distance of 4.33 feet to a point; thence 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 G  
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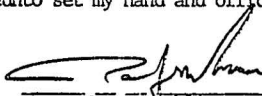
VOL 6584 PAGE 631


STATE OF PENNSYLVANIA :  
COUNTY OF ALLEGHENY :

On the 22nd day of December, 1982 before me, the undersigned officer, personally appeared Steven V. Blumenthal, as attorney-in-fact for Earl A. Sampson, Michael H. Monier and Continental Fairview Group, Inc., constituting all of the General Partners of Duquesne Partners L.P., known to me (or satisfactory proven), to be the person whose name is subscribed to the within instrument, and acknowledged that being authorized so to do, he executed the same on behalf of Duquesne Partners L.P., for the purposes therein contained.

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

ROBERT J. MCGURK, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES JULY 7, 1986  
Member, Pennsylvania Association of Notaries

  
\_\_\_\_\_  
Notary Public  
(SEAL)



DEC. 25 '82 70227  
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CF  
Catherine Treves  
Office Condominium 1412

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MAIL TO  
Robert M Cherry Esq.  
The Nass Walleter &  
Marler  
100 Penn St  
P.O. Box 1166  
HARRISBURG PA  
17108

STATE OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) S.S.  
RECORDED IN THE OFFICE FOR THE RECORDING OF  
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 23rd  
DAY OF December... A.D., 19 82. IN Deed.....  
BOOK VOL. 6584... PAGE 552. WITNESS MY HAND AND  
SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.  
*Michael J. Della Vecchia*..... RECORDER



RECORDED AT  
ALLEGHENY COUNTY  
DEC 23 1 21 PM '82