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Allegheny County
Jessica Garofolo
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2022-7553

BK-DE VL-18820 PG-253

Recorded On: March 14, 2022

As-Deed Agreement

Parties: GATEWAY TOWERS CONDO ASN INC

To GATEWAY TOWERS EXECUTIVE OFFICE CONDO

of Pages: 29

Comment: RESTATEMENT EASEMENT

***** THIS IS NOT A BILL *****

Deed Agreement 181.75
0
0
Total: 181.75

Realty Transfer Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	

Department of Real Estate Stamp

Certified On/By-> 03-14-2022 / Angela Gans
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

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SHERRARD GERMAN & KELLY PC
ATTORNEYS AT LAW
535 SMITHFIELD ST STE 300
PITTSBURGH PA 15222



Jessica Garofolo

Jessica Garofolo, Director
Rich Fitzgerald, County Executive

14-Mar-2022 02:12 PM Int By: Angela Gans 28

RESTATEMENT OF THE CROSS-EASEMENT, UTILITIES SERVICES AND INSURANCE AGREEMENT

THIS RESTATEMENT OF THE CROSS-EASEMENT, UTILITIES SERVICES AND INSURANCE AGREEMENT ("Restatement") is made effective as of the date last executed below (the "Effective Date"), by and between GATEWAY TOWERS CONDOMINIUM ASSOCIATION, INC., a Pennsylvania corporation (hereinafter "Residential"), and GATEWAY TOWERS EXECUTIVE OFFICE CONDOMINIUM OWNERS ASSOCIATION, a Pennsylvania corporation (hereinafter "Commercial").

WITNESSETH:

WHEREAS, Residential and Commercial are the owners respectively of various interests in a certain parcel of land (hereinafter referred to as the "Land"), certain air space above the Land and certain portions of the Improvements on the Land;

WHEREAS, Residential, as successor to Gateway Capital, Inc., and Commercial, as successor to Three Rivers Capital, Inc., are parties to that certain Cross-Easement, Utilities Services and Insurance Agreement, dated June 19, 1979, and recorded June 22, 1979, at Deed Book Volume 6122, Page 911 in the Allegheny County Recorder of Deeds Office (the "Agreement");

WHEREAS, the purpose of the Agreement was to delineate the respective rights and responsibilities of Residential and Commercial in connection with their use and occupancy of the "Premises" (as hereinafter defined);

WHEREAS, on or about June 19, 1979, Residential submitted the Land and the Improvements thereon owned by Residential to the condominium form of ownership pursuant to the Unit Property Act of the Commonwealth of Pennsylvania;

WHEREAS, the parties acknowledge and agree that it is their mutual intention to update that Agreement to reflect the current circumstances and agreements of the parties hereto by and through this Restatement; and

WHEREAS, the parties further acknowledge and agree that this Restatement is not meant to alter or limit any rights of access or easements granted in or to the Garage or by Garage ownership to Commercial and/or Residential as previously granted in the Declaration (defined below) or any other agreements.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions herein contained, Residential and Commercial, each intending to be legally bound and to bind their respective corporate successors, successors in title and assigns, hereby covenant and agree as follows:

Mail to:

SHERRARD, GERMAN & KELLY, P.C. ATTORNEYS AT LAW

535 Smithfield Street, Ste. 300 Pittsburgh, PA 15222

ARTICLE I. DEFINITIONS

The terms used in this Restatement shall have the meaning for each stated as follows unless the context otherwise requires:

1.1 “Affected Area” has the meaning set forth in Section 7.1.5.

1.2 “Agreement” has the meaning set forth in the Recitals.

1.3 “Association” means Gateway Towers Condominium Association, Inc., a Pennsylvania nonprofit corporation, or any other nonprofit corporation or unincorporated association used by the “Council” (as hereinafter defined) to manage the affairs of the Condominium and the operation of all or any portion of the “Residential Area” (as hereinafter defined) submitted to the Condominium (as hereinafter defined).

1.4 “Building” means the building on the Land commonly known as Gateway Towers, having a street address of 320 Fort Duquesne Boulevard, Pittsburgh, Pennsylvania 15222 (“Gateway Towers”), and containing space used for residential purposes and space used for commercial purposes. The Building does not include the Garage, as defined herein.

1.5 “Code of Regulations” means the governing regulations adopted by the Council in accordance with the Unit Property Act of the Commonwealth of Pennsylvania for the administration and management of the Association and the operation of all or any portion of the Residential Area submitted to the Condominium.

1.6 “Cooling Agreement” has the meaning set forth in Section 6.4.

1.7 “Commercial” means the commercial condominium regime known as Gateway Towers Executive Office Condominium Owners Association, and unless the context otherwise requires, its corporate successors, successors in title and assigns and Commercial Tenants.

1.8 “Commercial Area” means the following floors of the Building, all of which are subject to the easements for Residential described in this Restatement: the ground level (first floor), second floor, third floor and top (twenty-seventh) floor and the two floors below the ground level (the basement and subbasement), all as more particularly described in the Declaration (as hereinafter defined), except those certain areas in which Residential has easements pursuant to Sections 4.3 and 4.4.

1.9 “Commercial Tenant” shall mean the individual owners, or tenants of such owners, of the parcels located in the Commercial Area.

1.10 “Condominium” means the condominium regime known as Gateway Towers Condominium or any other condominium regime created by Residential with respect to all or any portion of the Residential Area.

1.11 “Cost of Services” has the meaning set forth in Section 6.12.1.

1.12 “Council” means the board of administration who, in accordance with the Unit Property Act of the Commonwealth of Pennsylvania, as Directors of the Association and through the Association, shall manage the business, operation and affairs of the Unit Owners (as hereinafter defined), and all or any portion of the Residential Area submitted to the Condominium.

1.13 “Declaration” means the Declaration of Condominium of Gateway Towers Executive Office Condominium recorded on December 23, 1982 in Deed Book 6584, Page 552 in the Allegheny County Recorder of Deeds Office, as amended.

1.14 “Declaration Plan” means the Declaration Plan for the Condominium.

1.15 “Effective Date” has the meaning set forth in the Preamble.

1.16 “Elevator Lobby” has the meaning set forth in Section 4.4.

1.17 “Exclusive Responsibilities” has the meaning set forth in Section 7.4.

1.18 “Exterior Improvements” mean all Improvements on the Land other than the Building. The Exterior Improvements do not include the Garage.

1.19 “Formula” means the 83/17 formula, by which certain costs, responsibilities and rights set forth herein shall be allocated 83% to Residential and 17% to Commercial.

1.20 “Garage” means the vehicle parking area which is, as of the date of this Restatement, currently owned by Samuel Rappaport Family Partnership, an entity unrelated to Residential or Commercial, pursuant to a Declaration dated April 15, 1986 (“Garage Declaration”). The rights of Garage pursuant to such Garage Declaration are unchanged by this Restatement, and this Restatement is expressly subject to the rights and obligations identified in such Garage Declaration.

1.21 “Gateway Towers” has the meaning set forth in the definition of Building.

1.22 “Improvements” mean all Improvements on the Land, including the Building. The Improvements do not include the Garage.

1.23 “Joint Equipment” has the meaning set forth in Section 7.1

1.24 “Joint Maintenance” has the meaning set forth in Section 7.1

1.25 “JOM” has the meaning set forth in Section 7.2.

1.26 “Land” means only the surface area of that certain lot or parcel of land, together with an easement appurtenant thereto and all other appurtenances thereto, situate in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference.

1.27 “Policy” means any policy of insurance placed in force pursuant to this Restatement covering the Premises or any portion thereof or interest therein.

1.28 “Premises” mean the Land, the Building and the Exterior Improvements.

1.29 “Present Tenant” has the meaning set forth in Section 6.3.

1.30 “Provider” has the meaning set forth in Section 6.4.

1.31 “Residential” means Gateway Towers Condominium Association, Inc., and, unless the context otherwise requires, its corporate successors, successors in title (including Unit Owners, as hereinafter defined), and assigns permitted in accordance with the terms of this Restatement.

1.32 “Residential Area” means the “Residential Portion of the Building” (as hereinafter defined), the Land and the Exterior Improvements.

1.33 “Residential Lobby” has the meaning set forth in Section 4.4.

1.34 “Residential Portion of the Building” means the following, all subject to the easements for Commercial described in this Restatement: the fourth through the twenty-sixth floors (there being no thirteenth floor) of the Building, all as more particularly described in the Declaration, those certain areas in which Residential has easements pursuant to the terms of this Restatement, the cars and equipment appurtenant to the four main or high-rise elevators and the intercom system serving the condominiums within the fourth through the twenty-sixth floors of the Building.

1.35 “Restatement” has the meaning set forth in the Preamble.

1.36 “Unit” means one of the separate and identified 306 parcels in the Residential Portion of the Building subject to exclusive ownership in accordance with the documentation and laws governing the Condominium.

1.37 “Unit Owner” means any owner or, as the case may be, owners in fee simple of a Unit.

1.38 “Window Panel System” has the meaning set forth in Section 6.6.1.

ARTICLE II. GENERAL

2.1 Recitals. The recitals first set forth above are a material part of this Restatement and incorporated herein by reference as if repeated in their entirety.

2.2 Intent. Residential and Commercial and their respective corporate successors, successors in title and assigns permitted under the terms of this Restatement shall occupy, use and maintain the Premises during the entire term of this Restatement in accordance with the provisions hereof and in presentable and professional condition, such that the value of neither the Residential Area nor the Commercial Area is, or could reasonably be expected to be, diminished, for both residential and commercial use and occupancy so that the Premises may be enjoyed as fully and effectively, and the same may be operated as efficiently, as if the Premises were not separately owned and so that the expenses incident to such use and occupancy shall be fairly apportioned between Residential and Commercial in accordance with the terms of this Restatement.

ARTICLE III.
GENERAL EASEMENTS

3.1 Support. Residential and Commercial shall have free, uninterrupted perpetual easements for structural support, both subjacent and lateral, for the respective portions of the Building owned by each.

3.2 Utility Services and Ingress and Egress. Residential and Commercial shall have all such easements and rights of way as are reasonably necessary or desirable to accommodate all existing pipes, ducts, cables, conduits, public utility lines, ventilator shafts, elevator openings and shafts, mail chutes, incinerator shafts, stairwells and every other facility of every kind and nature which passes through or enters either the Commercial Area or the Residential Area for the providing of utility services therefor 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, to the end that the Building may at all times continue to be used, occupied and operated as provided in Section 2.2 without any necessity for either Residential or Commercial to request or obtain from the other any additional easement or right of way for the providing of utility services or means or ingress or egress. Moreover, Residential and Commercial shall each have without charge all such easements and rights of way from time to time as are reasonably necessary or desirable for the use, occupancy and operations of the Premises in accordance with Section 2.2, provided that all such easements and rights of way through the Residential Area shall not unreasonably interfere with the occupancy and use of any portion of the Residential Area occupied for residential purposes, and all such easements and rights of way through the Commercial Area shall not unreasonably interfere with the occupancy and use of any portion of the Commercial Area occupied for commercial purposes. Residential and Commercial hereby agree to make reasonable efforts to coordinate use of the easements and rights of access granted in this Section 3.2 during high-traffic or high-occupancy times so as to minimize interference or disruption.

ARTICLE IV.
SPECIFIC EASEMENTS FOR INGRESS AND EGRESS

In addition to the easements described in Article III, Residential and Commercial shall have certain specific easements pursuant to the following provisions:

4.1 Use of a Portion of Land by Commercial and Ingress and Egress on Land for Commercial and Residential. The owners and occupants to the Commercial Area and their employees and invitees shall have (a) a nonexclusive easement for the use and occupancy of the portion of the Land south of the Building, subject to an easement as necessary for the owners and occupants of the Residential Area and their employees and invitees to have pedestrian ingress to and egress from the Residential Area along the walkways on said portion of the Land and (b) an easement along the driveways and walkways on the remaining portion of the Land for pedestrian ingress to and egress from the Commercial Area. In addition, the owners and occupants of the Commercial Area and their employees and invitees shall have an easement along the driveways on the Land for vehicular ingress to and egress from the Building. In consideration for such easement, Commercial will pay Residential seventeen percent (17%) of the costs incurred by Residential in maintaining the Land and maintaining, repairing and replacing as necessary the Exterior Improvements.

4.2 Ingress to and Egress from Top Floor for Commercial. The owners and occupants of the Commercial Area and their employees and invitees shall have an easement for pedestrian ingress and egress through the stairwells and elevator shafts in the Residential Portion of the Building and for the use of Residential's elevator cars and appurtenant equipment for transportation through said shafts for the purpose of traveling to and from the top (twenty-seventh) floor of the Building. In consideration for such easement, Commercial shall pay Residential seventeen percent (17%) of the costs incurred by Residential for the maintenance, repair and replacement as necessary of the stairwells, elevator shafts, cars and appurtenant equipment owned by Residential which provide access to and from, said top floor.

4.3 Basement Easement for Residential. The owners and occupants of the Residential Area and their employees and invitees shall have an exclusive easement for the use of the portion of the basement floor of the Building designated in the Declaration Plans "Exclusive Basement Area for Residential Use" except for the hallway portion of said area, over which Residential's easement is non-exclusive.

4.3.1 In addition, the owners and occupants of Residential and their employees and invitees shall have a non-exclusive easement for pedestrian ingress and egress along the hallway of the floor shown on Exhibit A (said floor hereinafter the "C" level). Residential shall be responsible for and bear 100% of the cost of the janitorial maintenance of those areas reserved for Residential's exclusive use. Residential shall pay 100% of the cost of utilities used in all rooms and areas reserved for Residential's exclusive use. Any physical maintenance and repairs to the corridors of the "C" level, including, but not limited to, the above-referenced hallway of the floor shown on Exhibit A for which Residential has a non-exclusive easement, shall be prorated according to the Formula. The cost of physical maintenance of the entrance to the Building through the Garage, including but not limited to maintenance of the light fixtures, mats, painted walkways, posts, ramp, walls, and entry doors, shall be prorated according to the Formula, except with regard to security equipment and measures for such entrance, the cost of which shall be solely borne by Residential, such that the security television camera, the intercom and the electronic locking system which three items shall be maintained and repaired at 100% Residential's cost so long as Residential elects at Residential's discretion to continue the use of such camera, intercom and system. Residential further agrees to be responsible for once-daily sweeping or vacuuming of the ramp leading from the Garage onto the "C" level and the sweeping of the areas between the door at the top of the pedestrian ramp and the "C" level entry door.

4.3.2 The owners and occupants of the Residential Area and their employees further have an exclusive (except as otherwise expressly provided in prior documents record, including the Declaration and as hereinafter expressly provided) easement for use of the rooms on the basement floor of the Building which are shaded and designated as "Manager's Office", "MTR", "WTR", "Association Supply", "Workshop" and "Maintenance Supervisor" on Exhibit B. Said easement with respect to each room shaded on each room shaded on Exhibit C shall exist with respect to any such room only as long as Residential or its agents use such room for the purpose set forth below beside each such room and in such a way as does not materially interfere with Commercial's use of surrounding space except that Residential may maintain the existing security system and double locked doors, or replacements thereof.

4.3.3 The grant of the easement set forth in Section 4.3.2 above is subject to prior documents of record, including the Declaration, and is further subject to the following easements

which Commercial and Residential expressly reserve for the benefit of the Garage as defined in the Declaration, in accordance with Exhibit D hereto.

4.4 Ground Floor Easement for Residential. The owners and occupants of the Residential Area and their employees and invitees shall have a nonexclusive easement for pedestrian ingress and egress on the ground floor of the Building through the entry to the room designated in the Declaration Plan as “Residential Lobby” and through the entries on the south side of the ground floor of the Building, as well as an easement for the use of said “Residential Lobby” and the room designated in the Declaration Plan as the “Elevator Lobby” for the purposes customarily associated with a lobby, as long as such use does not unreasonably interfere with the right of owners and occupants of the Commercial Area and their employees, and invitees to have pedestrian ingress and egress through said areas. Residential shall be responsible for the maintenance of said entrances and rooms described in this Section 4.4 and the repair and replacement as necessary of all Improvements therein.

4.5 Ingress to and Egress from Residential Area for Residential. The owners and occupants of the Residential Area and their employees and invitees shall have an easement through the stairwells and elevator shafts in the Commercial Area as necessary for ingress and egress to the Residential Area and the ground floor and basement floor of the Building.

4.6 Loading Dock. The owners and occupants of the Residential Area and their employees and invitees shall have an easement for all reasonable uses of the loading dock in the “C” Level of the Commercial Area, as more specifically described and depicted on Exhibit A, as necessary. Any physical maintenance and repairs to the loading dock shall be prorated according to the Formula. Such maintenance shall be performed by Residential.

4.7 Costs. Except as otherwise stated herein, all costs, including those for maintenance and repair, associated (i) with the Commercial Area shall be borne by Commercial, and (ii) with the Residential Area shall be borne by Residential.

ARTICLE V. GENERAL PROVISIONS CONCERNING EASEMENTS

5.1 Binding Effect. The easements, benefits, obligations and duties set forth in this Restatement are perpetual, shall run with the Land and be binding upon and inure to the benefit of Residential, Commercial and their respective corporate successors, successors in title to the Premises and assigns permitted under the terms of this Restatement, but shall not give rise to any rights in or benefits for the use of the public, any public utilities or others.

5.2 Indemnification. Each party bound by this Restatement shall, to the extent any easement herein provided is used by such party, indemnify, defend, protect and hold all parties to whose benefit this Restatement inures harmless on account of any loss, damage or expense which may arise directly or indirectly from such use, including without limitation all loss, damages and expense arising from death, personal injury, property damage and claims of laborers, materialmen and others.

5.3 Emergencies. If, at any time, any condition shall occur in the Premises which any party to whose benefit this Restatement inures shall in good faith believe to give rise to an eminent

risk of loss, damage or injury, such party shall be entitled immediately to enter the area of the Premises where such condition exists for the purpose of providing emergency protection against the risk of death or injury to persons or damage to property, although when reasonably possible, any such entry shall be made only after the obtaining of permission for such entry from the owner or occupant of such area.

5.4 Self Help. If at any time circumstances arise whereby it is necessary for either Residential or Commercial to enter upon the portion of the Premises owned by the other to provide or restore a service or facility to which the party hereto so entering is entitled under the provisions hereof, the party making such entry shall not be liable for a civil or criminal trespass, but shall be liable for any damage or injury to persons or property resulting from such entry. Moreover, if either Residential or Commercial unreasonably withholds use of a service or facility to which the other is entitled under the provisions of this Restatement, the party withholding such service or facility shall be liable for and shall pay immediately upon demand the cost or expense incurred by the other party on account of such withholding.

ARTICLE VI. UTILITIES AND OTHER SERVICES

Residential and Commercial acknowledge that to varying extents they each are dependent upon utilities and other services and facilities which either are under the control of the other or are located entirely or partially in the area of the Premises owned by the other. Thus, in accordance with Article II hereof, each agrees to make all such utilities, services and facilities owned or controlled by it available to the other at the cost of providing the same as hereinafter described. Accordingly, Residential and Commercial will make the following utilities and other services and facilities available to each other upon the following terms and subject to the following conditions:

6.1 Heating. Upon request, Residential will, at its discretion, endeavor to supply heat at metered cost to the Commercial Area. Nothing contained herein shall obligate Residential to provide steam heat to Commercial for use as a "temperature balancing method" in an air-conditioning reheat system unless Commercial pays for all piping, valving, metering, and controls, as well as 100% of all steam utilized with "temperature balancing" reheat systems, equipment maintenance and labor required to provide said steam. Nothing contained herein shall be construed to require Residential to provide steam heat to the Garage unless Commercial pays 100% of the cost of providing said heat; provided, further, that nothing herein shall prevent Commercial's passing the actual cost (without any charge for overhead) of providing such steam heat to Garage ownership, including without limitation the cost of electricity to power a fan to blow the heat into the Garage. The cost of installing meters to measure steam consumption to heat the Garage shall be Commercial's expense. Commercial hereby grants to Residential all easements for ingress and egress necessary to operate, repair, replace and maintain the existing heating system.

Nothing contained herein shall grant Residential the right to interfere unreasonably with the use and occupancy of the Commercial Area and the rights and easements granted to Commercial under this Restatement, nor grant the right to charge Commercial for such heating at rates in excess of the rates charged therefor to the owners or occupants of the Residential Area, except to the extent additional costs and expenses are incurred by Residential in connection therewith.

6.2 Electric Service. Residential will arrange for electric service to be provided to the Commercial Area at metered cost. Commercial shall require Commercial Tenants to meter separately their electrical consumption, or in lieu thereof, Commercial may provide electricity to Commercial Tenants provided that none of said electricity passes through the meters which record Residential electrical charges. The electricity to be provided to Commercial by Residential pursuant to the Formula is to be used exclusively for the operation of corridor lighting systems, elevators, pumps, motors, and miscellaneous building equipment servicing public areas and both management offices. If electricity is used as part of a "temperature balancing system" in the air conditioning reheat system, said electricity shall be metered and paid for entirely by Commercial.

6.3 Water and Sewage Service. Residential will coordinate with utility providers for the provision of water and sewage service by the appropriate authorities for the owners and occupants of the Commercial Area at metered cost; *provided*, that Residential shall have no obligations to provide, or otherwise in connection with, infrastructure for such services. If metering of the usage by Commercial is not feasible then the cost shall be allocated in accordance with the Formula. Provided, however, nothing contained herein shall require Residential to supply water or sewage services to any Commercial Tenant that operates a restaurant, beauty parlor, hairstyling or similar business or for medical, dental or laboratory offices unless said tenant is a tenant prior to the Effective Date hereof, or is a successor or assignee of such tenant (such a tenant or the successor or assign thereof, hereinafter a "Present Tenant") and is occupying substantially similar space for a substantially similar purpose prior to the Effective Date hereof, in which case the services shall still be supplied in accordance with the Formula, or unless a future tenant's consumption of water is submetered for the purpose of computing the costs of their water and sewage charges which charges for future tenants conducting such businesses shall be paid 100% by Commercial and the balance of the overall building water and sewage charges shall then be apportioned pursuant to the Formula. Commercial shall be required to pay all costs related to the installation, maintenance, and periodic testing, and replacement when needed, of all such submeters. Nothing herein shall prevent Commercial passing said costs onto its tenants, but Commercial shall nonetheless be liable for the payments on said services. If any special charges are levied for use of dishwashing equipment, food disposals, or particulate charges under any city, county, state or federal water or sewage laws or tariffs, then the party against whom the special charges are properly levied shall be responsible for 100% of said cost and the amount of the special charges shall be deducted from the sewer and water charges and billed separately to such party before the remaining sewer and water charges are allocated between Commercial and Residential pursuant to the Formula. Provided, however, that any such special charges levied or assessed because of Commercial Tenants occupying substantially similar space for a substantially similar purpose prior to the Effective Date hereof or because of Unit Owners' and occupants' current uses and practices shall not be so separately billed but shall remain part of the general bills to be paid pursuant to the Formula. Notwithstanding anything to the contrary herein, in the event that any Commercial Area or Commercial Tenant requires any repair, replacement, maintenance, upgrade or installation of piping or any other infrastructure necessary for water and sewage services, the costs for such shall be solely borne by Commercial, and all such work shall be coordinated in good faith to limit interference with that Residential's use of the Residential Area and other portion of the Building pursuant to this Restatement.

6.4 Chilled Water. If Commercial assigns to Residential, and Residential assumes from Commercial, its interest in a certain Cooling Agreement with Equitable Life Assurance Society of American and its assigns ("Provider") dated June 19, 1979, and recorded as Instrument No. 40868 in the Allegheny County Recorder of Deeds Office ("Cooling Agreement"), Residential will

arrange for chilled water to be provided to the owners and occupants of the Commercial Area at metered rates. Residential shall indemnify and hold Commercial harmless from any claims, causes of action, loss, damage or expense arising from Residential's arranging for the providing of chilled water. Chilled water is currently If Provider and Residential modify said Cooling Agreement and require Commercial to jointly execute, acknowledge, and accept said modification, subject to Commercial's prior approval, which approval shall not be unreasonably delayed, conditioned or withheld. Commercial shall join in said modification by executing, acknowledging, or accepting same provided that the provisions it is obligated to accept are identical to and equally binding upon Residential. Nothing herein shall be construed to obligate Residential to provide chilled water to Commercial at times when Residential does not simultaneously require chilled water for air-conditioning purposes; provided, however, if Commercial elects to pay to modify the metering system, piping system, and valve and control system so that Commercial can obtain chilled water independently of Residential and Commercial pays 100% of its independent chilled water consumption, then Commercial shall be entitled to make such modifications at its expense. Residential hereby grants to Commercial any and all easements necessary for Commercial to make such modifications.

The parties agree that it may be mutually beneficial in the future to make different provisions for the cooling of the Building, either by installing separate Building facilities or by purchasing chilled water from another source. Commercial agrees that if Residential proposes an alternative plan for cooling the Building, Commercial will cooperate fully and in good faith in implementing such a plan if mutually beneficial and upon terms and conditions reasonably satisfactory to Commercial.

6.5 Forced Air. Residential is granted a non-exclusive easement for ingress and egress to the second floor HVAC equipment room for the purpose of operating, maintaining, and/or replacing the heating and air-conditioning equipment serving the Residential Portion of the first floor as well as the Residential floors 4-26. Commercial is granted a non-exclusive easement for ingress and egress to the common areas of Residential floors 4 and 26 and the common areas of the Residential Portion of the first floor for the purpose of operating, maintaining, and/or replacing the heating and air-conditioning equipment serving the Commercial Area; *provided*, that Commercial shall have no right of access to Residential Units, without the prior written consent of Residential and the impacted Unit Owners, except in the case of emergency circumstances. All costs, damages and liabilities arising, directly or indirectly, from Commercial's access to the common areas of Residential floors for the purposes of operating, maintaining and replacing heating and air-conditioning equipment, as provided herein, shall be exclusively borne by Commercial. Commercial shall repair and restore such common areas of Residential floors to their original condition following such access. To the extent that said equipment jointly heats and air-conditions portions of the Commercial corridors the cost of operating said jointly operated equipment shall be split pursuant to the Formula. Commercial will operate and maintain, at its expense, all forced air systems servicing Commercial areas exclusively and, similarly, Residential will operate and maintain, at its expense, all forced air system servicing Residential areas exclusively.

6.6 Air Exhaust. Residential will operate the existing system in the Building that exhausts air from the kitchens and bathrooms in the Residential Area, and if any of said equipment also serves to exhaust air from any Commercial area of the Building, then Commercial shall pay

its share of the cost of such operations, maintenance, repairs or replacement pursuant to the Formula.

6.6.1 Window panel fan/exhaust system. Except as may otherwise be agreed by the parties, in the event a window panel fan/exhaust system ("Window Panel System") is implemented for Floors 4 through 26, it shall be the Exclusive Responsibility, as defined herein, of Residential. All costs associated with implementation and operation of such a system on Floors 4 through 26 shall be performed at the sole cost of Residential. To the extent that Commercial elects to utilize a similar Window Panel System on Floors 1 through 3 and/or 27, then cost of such implementation and operation of a Window Panel System on Floors 1 through 3 and/or 27 will be paid 100% by Commercial.

6.7 Incinerator Shafts and Trash Removal. Residential will maintain at Residential's expense the existing incinerator shafts in the Building that are exclusively used by Residential. Commercial grants to Residential non-exclusive easements for ingress and egress to the sub-C level, Garage level, and second and third floors for the purpose of gaining access to the existing or future trash equipment and chute access doors, and for the purpose of installing, operating, maintaining, and/or replacing at Residential's sole cost and expense the trash chute and compactor system. Residential shall indemnify Commercial against any mechanic's liens arising from the installation, operation or maintenance of the trash chute and compactor system that attach to Commercial property, and Commercial agrees that it shall not and shall prevent any and all alterations and decorations that may in any way reduce Residential's ability to access the trash chute and compactor system. Residential shall be responsible for the damage done to Commercial's walls while servicing said trash chute; provided, however, that if Commercial covers over or otherwise impedes the use of said access doors, then the cost to repair any damage which results from Residential's cutting a new access door or gaining access to the existing access door shall be paid by Commercial. Commercial shall provide Residential with keys to the area where the incinerator and trash compactor are located to facilitate Residential's servicing the trash compaction system and related fire safety equipment located therein. Residential and Commercial shall each contract for the disposal of its respective trash rubbish. Residential shall arrange for the moving of both Residential's and Commercial's trash containers from a common storage area in the lower Garage level to a common pickup point. In consideration of Residential's coordinating trash removal service, Commercial shall purchase and maintain its own dumpsters to handle its trash requirements. The cost of operating, maintaining, and replacing the tractor used to pull the trash containers shall be split according to the Formula. The cost of operating the trash compactor shall be 100% Residential's as long as it is used exclusively by Residential. Commercial hereby grants to Residential an exclusive easement for 262.5 square feet to be used as a storage cage on the sub-C level with the location of such cage to be determined from time to time by Commercial, so long as such storage cage is sprinkled and readily accessible and well suited for Residential's intended use of such space, as determined in Residential's reasonable judgment. Commercial shall provide space for the storage of the trash dumpsters in the Garage at a location to be selected at Commercial's discretion, which location may be changed by Commercial from time to time so long as the dumpster location does not impose a burden on Residential or on the trash removal service. Commercial hereby grants to Residential a non-exclusive easement for ingress and egress over the "C" level and both levels of the Garage for the purpose of such trash removal and for the operation, repair and maintenance of the existing trash compactor system and replacement of said trash compactor system in its present location.

6.8 Land and Exterior Improvement Maintenance. Residential will maintain the Land outside the Building and the Exterior Improvements in good condition and appearance, reasonably free from accumulations of trash, debris, ice and snow, and Commercial will contribute to the cost for such maintenance in accordance with the Formula.

6.9 Security. Commercial hereby grants unto Residential the right but not the obligation for Residential to screen all visitors, delivery persons, and contractors and to clear with Commercial Tenants the rights of said visitors, delivery persons, and contractors to enter the elevators prior to their being given access to go up on the elevators and to require all contractors and delivery persons to sign for and wear identification badge while in the Building. All such screening and clearing functions, if any, shall be performed by a method which treats Commercial Tenants, Residential occupants and the guests and invitees of each in a similar manner. Commercial hereby agrees that Residential shall have no liability, direct or indirect, in connection with any screening activities, actions or omission of any sort, pursuant to this Section 6.9.

6.10 Energy Conservation. Commercial and Residential agree to coordinate operating procedures within the Building in an effort to promote energy conservation.

6.11 Exterior Appearance. In order to promote an attractive exterior appearance and thereby preserve the market value of the Building, Commercial and Residential hereby agree that the provisions of this Section 6.11 shall supersede and cancel any provisions in the Agreement or other Condominium documents granting easements or rights of use to Commercial or Residential if such rights or easements are contradictory to the following provisions:

6.11.1 Commercial, Commercial Tenants, Residential, and owners or occupants of Units shall not install any signs, display booths, stands, or other structures of either a temporary or permanent nature upon the exterior walls of the Building or upon the walkways or grounds surrounding the Building without the prior consent of both Residential and Commercial. Such consent shall not be unreasonably withheld but may be conditioned upon the duration, type and location of such sign, booth, stand or other structure in a place where disruption of the ordinary operation of the Building will be minimized and upon receipt of satisfactory assurances and security that the walkways and/or grounds will be restored to their original condition at the user's expense after removal of such sign, booth, stand, or other structure.

6.11.2 Commercial and Residential shall jointly establish and enforce rules, regulations, and standards from time to time regulating signage and placement in all windows of any items which would be visible from the exterior of the Building to protect the image of the Building.

6.11.3 Commercial, Commercial Tenants, Residential, Unit Owners or occupants shall not install new awnings or other similar types of window devices on the exterior of the Building.

6.11.4 Upon Commercial's request, Residential agrees to enforce the provisions of this Section 6.11 and the provisions of the Condominium documents pertaining to the matters covered herein against any Unit Owner or occupant. Upon Residential's request, Commercial agrees to enforce the provisions of this Section 6.11 and the provisions of the Commercial Tenant's lease pertaining to the matters covered herein against any Commercial Tenant.

6.11.5 Commercial Windows. The windows on the Floors 1-3 and 27 are Exclusive Responsibilities of Commercial. Commercial will make reasonable efforts to maintain said windows in a safe and clean condition.

6.11.6 Residential Windows. The windows on Floors 4 through 26 are Exclusive Responsibilities of Residential. Residential will make reasonable efforts to maintain said windows in a safe and clean condition.

6.12 Cost of Services. As used in this Restatement, unless specifically provided to the contrary herein, the term "cost" with respect to any service or facility furnished by either Residential or Commercial to the other under the provisions of this Restatement shall mean the actual cost (determined by the application of generally accepted principles of accounting consistently applied) incurred by such party in furnishing the same, exclusive of any profit, but with appropriate allowance for overhead costs.

Said overhead costs are to be limited to payroll taxes, fringe benefits required under labor contracts, and unemployment insurance costs which are applicable only to the on-site personnel below the grade of building manager or general building supervisor. Overhead costs shall not include any supervisory wages or salaries or payroll costs for accounting or administrative staff. If any utility is separately metered or sub-metered the party responsible for the maintenance of that utility being metered or sub-metered shall test, maintain or replace said meter as may be necessary from time to time. If the party supplying said service or utility has reason to believe that the meter may not be accurately recording consumption, and the other party refuses to make the necessary tests, repairs, or replacements to said meter, then the party supplying the service or utility can enter upon the supplying party's portion of the Building, make such tests, repairs or replacements as are necessary at the sole cost and expense of the other party and add the cost of said work to the next regularly scheduled invoice, and payment of said test, repair or replacement shall be deemed to be a part of the cost of purchasing said service or utility and shall be promptly paid; *provided*, that the any entry upon another party's portion of the Building shall be coordinated in good faith to limit interference with that party's regular use of its portion of the Building. In the event that any such service cannot be separately metered to Residential and Commercial or for any other reason clear allocations based upon use or consumption between Residential and Commercial cannot be determined, the cost of such service, utility or facility shall be allocated between the parties according to the Formula, which is based upon the ratio of the floor area in the Building primarily used by each of said parties to the total floor area in the Building.

6.12.1 Services Credit. Provided that those activities occurring in and the use of the Commercial Area does not change in either character or volume such that any change to Commercial's use of water and sewage services occurs, then Residential shall issue to Commercial a monthly credit in the amount of Five Hundred and No/100 Dollars (\$500.00), against Commercial's monthly payment to Residential for its share of the Cost of Services at the Building, beginning January 1, 2007. In the event that any such change to the Commercial Area or its use occurs, the parties hereby agree to renegotiate the Services Credit, if any, hereunder. "Cost of Services" shall mean the water and sewage service used by Commercial in the event separate metering is not feasible.

6.13 [INTENTIONALLY LEFT BLANK]

6.14 Payment of Costs of Services. Unless (i) emergency or life-threatening circumstances do not reasonably allow, or (ii) expressly stated to the contrary herein, any party providing facilities, services, utilities or repair or replacement of facilities benefitting and chargeable to both parties hereunder shall only provide such services, utilities or repair or replacement by use of the lowest reputable bidder based on no less than three competitive firm bids obtained from disinterested parties.

6.14.1 At the time bids are requested for services, utilities or repair or replacement of facilities, the requesting party must notify the non-requesting party that such bids are being sought. Such notice must contain sufficient detail to enable the non-requesting party to also seek and evaluate bids for such services, utilities or repair or replacement of facilities. Upon the requesting party's determination of the lowest reputable bidder, the non-requesting party shall have thirty (30) days to provide a detailed objection to such bidder based on those bids obtained by the non-requesting party. In the event of such an objection, the parties will work in good faith to mutually agree upon a service provider in a timely manner. If the parties are unable to resolve the objection, the requesting party may elect to proceed with work at its own risk and the objecting party shall be deemed to have preserved its objections for resolution via Section 9.3 below.

6.14.2 Three (3) bids shall not be required in cases of (i) emergencies or life threatening circumstances where immediate work or materials are required; (ii) for facilities, services, repairs and replacements costing less than an annual per-item aggregate of \$15,000.00, which \$15,000.00 figure shall be adjusted every five years after execution hereof to reflect the change in the Consumer's Price Index (All-Urban Consumers), or such other similar index acceptable to both parties if such Index ceases to be published, over a base year of January through December 2021, since the date of the immediately preceding adjustment or from time to time at the mutual, written agreement of Commercial and Residential; (iii) for landscaping the grounds surrounding the Building, including the Plaza area; or for (iv) certain unique circumstances where three bids cannot be obtained, in which case the requesting party shall first consult with the other party, provide it with information about the most cost-efficient and qualified service provider it has identified, and obtain the other party's consent before proceeding (such consent shall not be unreasonably delayed or withheld by the other party).

6.14.3 All statements rendered for such joint work or services shall provide a detailed breakdown of the charges made, and the party which originally incurred or paid the charge for the joint work or services will make its books and records pertaining to the charges available to the party being charged upon request and prior notice during normal business hours at the Building for inspection and copying. Any disputes as to the cost of providing such facilities, utilities, work or services shall be submitted to binding arbitration. Statements for the cost of services rendered or for facilities or materials supplied under this Restatement will be rendered monthly, and the amounts thereof shall be payable on the earliest of (a) a date which is five (5) days prior to the expiration of any discount on a utility bill representing all or a portion of such costs, or (b) fifteen (15) days after the date of the statement (or, if no such date is shown on the statement, the last date for which such cost is billed on that statement). Any statement not paid when due shall bear interest each month at the rate of one percent (1%) above prime as indicated by the prime rate interest quoted by Wall Street Journal, until paid. Neither Residential nor Commercial shall be obligated to furnish the other any service or facility for which any statement for the payment of cost is delinquent for more than sixty (60) days, providing such withholding does not impact the safety or reasonable living conditions of the Building occupants.

6.15 Possible Illegality. If it shall be determined that it is unlawful to supply any service for which this Restatement provides, Residential and Commercial will take such action as shall be necessary to prevent the supplying of such service hereunder from being illegal. The cost of all such action shall be allocated between Residential and Commercial on a basis of the ratio that the charge attributable to each on account of the service for the last billing period prior to the determination of the illegality bears to the total charges for the two of them for such period.

6.16 Interruptions. Neither Residential nor Commercial shall be liable for any interruption, delay or failure of any service or facility due to matters beyond the reasonable control of the parties supplying same. In the event of any such interruption, delay or failure, such party will use its best efforts promptly to affect the resumption or restoration of such service or facility.

6.17 Installation of Separate or Other Additional Facilities. No provision of this Restatement shall be construed to prohibit either Residential or Commercial from installing on the Premises separate meters with respect to services supplied by the other, or from installing on its own property separate or additional facilities. Nevertheless, neither Residential nor Commercial has or shall have a vested right to supply any service to the other. If Residential or Commercial elects to install separate facilities, such party shall, subject to the provisions of Sections 3.2 and 5.3, have appropriate easements without cost through the property of the other for the installation and maintenance thereof.

ARTICLE VII. MAINTENANCE, REPAIR AND IMPROVEMENT

7.1 Joint Maintenance Responsibilities. The cost of the maintenance and repair of the Premises not exclusively benefiting or serving the Commercial Area or the Residential Area (“Joint Maintenance”) shall be borne according to the Formula, except as otherwise agreed in writing by the parties. The parties shall agree, annually, as to which property, equipment and systems on the Premises is “Joint Equipment”. As of the Effective Date, the parties have agreed as to which property, equipment and systems on the Premises are jointly used by Commercial and Residential (“Joint Equipment”). The Joint Equipment is identified on Exhibit A to the JOM (defined below). Commercial and Residential shall take reasonable efforts to agree upon and change the identification of Joint Equipment (i) in the event there is any material alteration or change to the Joint Equipment identified on Exhibit A to the JOM, and (ii) yearly upon the anniversary of the Effective Date of this Restatement; provided that such changes to the identification of Joint Equipment shall occur no more frequently than once per calendar year. Notwithstanding the foregoing, those items of Joint Equipment identified as “Equipment Schedule” on Exhibit A to the JOM shall retain the designation of Joint Equipment and shall not be subject to review or removal from Exhibit A to the JOM. The maintenance and repair of Joint Equipment shall be performed as follows:

7.1.1 Commercial grants an easement to Residential, and Residential shall maintain and repair the roof of the Building as necessary; provided, however, that all work performed thereon shall be performed by a duly qualified contractor and in accordance with any active warranty in existence with regard to the roof and shall be completed in accordance with the procedures that will not violate the requirements of any applicable guarantee/warranty from either the manufacturer or the installer. Furthermore, in the event that any major roof repairs are required,

Residential shall first consult with Commercial prior to undertaking said repairs unless such repairs must be made on an emergency basis to prevent damage to the Building. contractors may be used to the extent they are approved in writing in advance by the manufacturer and/or the roofing system and to the extent such Contractor has been trained and is knowledgeable in the installation and maintenance of such roofing system and acceptable under any guarantees in effect at that time.

7.1.2 Commercial grants an easement to Residential to maintain the perimeter fencing system around the roof edge, and the cost of said maintenance shall be allocated according to the Formula. Residential shall maintain said fencing system in a manner that assures continuation of the roofing system guarantee.

7.1.3 Residential shall be responsible for the periodic repair or replacement of any walkways or walkway material utilized on any traffic areas to protect the roof surface so as to assure continuation of the roofing guarantee but the cost of said maintenance shall be allocated according to the Formula. Commercial shall be liable for and shall repair all damages caused (except ordinary wear and tear) to the 27th floor walkways, walkway materials and roofing caused by Commercial Tenants and their guests, including, but not limited to, cigarette burns and scrapes and gouges resulting from moving furniture.

7.1.4 Residential will maintain and repair as necessary the Land, the Exterior Improvements and the exterior of the Building, excluding the windows, air exhaust and/or intake and Window Panel Systems, all of which separately and exclusively benefit the Commercial or Residential Areas respectively as provided herein;

7.1.5 Other maintenance and repair which does not exclusively benefit or serve either the Commercial Area or the Residential Area (“Joint Maintenance”) shall be performed at such times and in such manner as the owners of the area or areas affected by such maintenance and repair shall agree from time to time. An area will be affected by Joint Maintenance (“Affected Area”) where any of the following are anticipated to occur (1) the area is entered upon for the performance of the maintenance or repair, (2) the resident or tenant of the area is expected to be inconvenienced or unable to have access, (3) any property damage is expected to be incurred in the area, or (4) if the party planning the maintenance or repair demands reimbursement of any costs associated therewith. Except in cases of emergency, the acting party shall provide notice of any anticipated maintenance or repair which shall impact an Affected Area at least ten (10) business days prior to the anticipated commencement of such maintenance or repair.

7.1.6 Definitions. For purposes of this Article 7, the following definitions shall apply:

(i) Maintain: The care and work put into property to keep it operating and productive, including general upkeep and to preserve such property from immediate failure.

(ii) Repair: To fix or mend property, which may include the replacement of individual elements of a broken or non-operational system or component, but only to the extent such replacement is not a Capital Improvement as defined hereunder.

Notwithstanding anything to the contrary herein, the definitions contained herein are intended to (a) apply only to this Restatement and (b) impact only those actions required after the Effective Date of this Restatement, and shall in no way apply to or impact any actions required before the Effective Date, specifically including, but not limited to, any actions or requirements set forth in the existing Declaration or Code of Regulations, or any definitions set forth in such documents.

7.1.7 Payment for costs of repair or maintenance of any Joint Maintenance items shall be pursuant to the process outlined in Section 6.14 above.

7.1.8 The parties agree that if either party is responsible hereunder for providing services, repairs, maintenance or materials which also benefits the other party and the responsible party fails or refuses to do so after written demand, the other party is granted all easements for ingress and egress required to provide and may proceed to provide such services, repairs, maintenance or materials and bill the responsible party for its proportionate share based on the Formula or such share as otherwise provided herein.

7.2 Joint Operating Manual. The parties hereby acknowledge that in addition to this Restatement, they are parties to that certain Joint Operating Manual (“JOM”), originally dated October __, 2021, as may be amended (a current copy of which shall be kept in the respective offices of Residential and Commercial), which sets forth guidelines for the joint operation of the Building in a manner that respects the differing requirements and needs of both Commercial and Residential. The JOM is recognized as a guideline and in no manner construed to alter, amend, modify or terminate this Restatement. If there is a conflict between the JOM and this Restatement, this Restatement shall govern unless otherwise agreed in writing by both Commercial and Residential.

7.3 Capital Improvements. Notwithstanding the foregoing, or any other provision herein to the contrary, to the extent that any Capital Improvements, as defined herein, are contemplated by Residential or Commercial, then the following provisions shall apply:

7.3.1 Definition of Capital Improvement. A Capital Improvement is valuable addition made to property, an alteration of one or multiple Building systems or components, or an amelioration in the condition of the property amounting to more than mere maintenance or repair, costing labor or capital, and intended to enhance its value, beauty or utility or to adapt it for a new or further purposes. An alteration, as identified here, is the modification or replacement of one or more existing Building systems or components. To the extent that any construction, renovation or redevelopment activity is anticipated exceed \$25,000.00 in cost, it shall be deemed a Capital Improvement for the purposes of this Restatement.

7.3.2 Capital Improvements may be undertaken on Joint Equipment only after the mutual written agreement of the parties. Notwithstanding the foregoing, to the extent that (1) one party reasonably objects to the Capital Improvement to Joint Equipment in writing; and (2) the other party elects to proceed with such Capital Improvement without the approval of the objecting party, then moving party may proceed with such Capital Improvement but at its sole expense and risk, subject to Section 7.4 below.

7.4 Individual Maintenance Responsibilities. Any maintenance, repair, or Capital Improvement of any portion or portions of the Premises exclusively benefiting or serving either

the Residential Area or the Commercial Area (“Exclusive Responsibilities”) shall be performed in accordance with the terms of this Restatement by and at the sole cost of the owner of the area benefited or served by such maintenance, repair or improvement, except as may be specifically provided to the contrary elsewhere in this Restatement.

7.4.1 To the extent the Exclusive Responsibilities of either Commercial or Residential impact the Area of the other, including but not limited to, limitations of access, construction related damage, or other contingent energy efficiency and/or air/ventilation impacts, the acting party shall reimburse the impacted party for all reasonable costs incurred associated therewith and substantiated by invoices.

7.4.2 The parties shall review and mutually confirm, from time to time, but no less than annually, which property, equipment and systems on the Premises are Exclusive Responsibilities of the parties.

7.5 Consultants. From time to time, the parties may agree that it is to the benefit of the parties to engage an expert or consultant (“Consultant”) with regard to the review or evaluation of potential Capital Improvements or maintenance and repair. If the parties mutually agree to hire a Consultant, the cost of the expert shall be apportioned based upon the Formula, except to the extent that the Consultant reviews, examines or evaluates any Exclusive Responsibilities then the cost associated with Consultant’s services shall be paid only by the party whose Exclusive Responsibilities have been evaluated. Consultant’s invoices shall clearly distinguish and detail the services being performed and apportion the time/costs associated with such services.

ARTICLE VIII. INSURANCE

8.1 Insurance Appraisal and Proposal.

(a) If Commercial approves the specifications, Residential shall proceed to obtain insurance coverage in conformity with said specifications from a reputable company.

(b) If Commercial does not approve said specifications. Commercial shall so notify Residential in writing within 10 days of receipt of specification and shall give the reasons for disapproval. Commercial and Residential shall try in good faith to resolve their differences and agree to specifications satisfactory to both parties. Nevertheless, if twenty days before the expiration of the existing insurance coverage for the Premises expires, Commercial and Residential shall not have agreed on all matters concerning said specifications, Residential shall place insurance coverage for the Premises in accordance with the specifications, with such carriers and with such terms of coverage as Residential shall deem to be in the best interests of Residential and Commercial.

(c) If insurance coverage is placed by Residential as provided in the last sentence of subsection (b) above, Residential shall not be liable to Commercial or its tenants or any other party for any deficiency or defect in such coverage or in any Policy. In the event of such a dispute, by July 1st the matter of coverage shall be submitted to an insurance brokerage firm acceptable to

Residential and Commercial. If such broker does not approve the coverage and the Policy placed by Residential, upon the request of Commercial, the insurance coverage placed by Residential shall be replaced in accordance with the recommendations of said underwriter.

8.2 Contents of Proposal. Each insurance proposal submitted pursuant to Article 8 of this Restatement shall contain the following provisions, in addition to such other provisions as may be agreed upon by Residential and Commercial:

8.2.1 The Policy shall insure against all direct physical loss for an amount not less than the maximum insurable replacement value, excluding foundation and excavation costs, or one hundred percent (100%) of the full insurable value, whichever is greater, of the Building (not including any betterments installed in Units by Unit Owners or contents in the Commercial Area owned by Tenants), so that neither Commercial, Residential, nor any Unit Owner shall be a co-insurer with respect to any portion of any loss under a Policy.

8.2.2 The insurer shall waive all rights of subrogation against Commercial, Residential, the Association, the Council and all Unit Owners and occupants of the Residential Area.

8.2.3 No act or omission of Commercial, Residential, the Association, the Council or any Unit Owner shall void any Policy or be a condition to recovery thereunder.

8.2.4 Each Policy shall permit any Unit Owner to maintain insurance in addition to the coverage provided by the Policy.

8.2.5 If, at the time of the occurrence of any loss covered by a Policy, other insurance is carried with respect to the subject of the coverage of the Policy, the Policy shall be the primary coverage and the insurer thereunder shall not be entitled to contribution from any other carrier as a condition of the settlement of any claim under the Policy.

8.2.6 A Policy may not be cancelled until after ten (10) days' written notice to Residential with a copy to Commercial.

8.2.7 Commercial shall adjust all claims arising under any Policy which involve only the Commercial Area, and the Association shall be the agent to adjust all claims arising under any Policy which involve only the Residential Area. Any claim which involves both the Commercial Area and the Residential Area shall be adjusted by both Commercial and the Association, in accordance with their respective interests, and sums payable under any Policy shall be paid to Commercial or the Association, or part to one and part to the other, in accordance with their respective interests.

8.3 Allocation of Insurance Costs. All costs reasonably incurred by Residential in accordance with the provisions of this Article VIII shall be borne in accordance with the Formula, except that if at any time Residential is able to obtain a breakdown on the insurance premium applicable against the Building so as to rate the coverages required separately for the respective interests of Residential and Commercial based upon their respective uses and occupancies, then the cost of said insurance shall be borne in accordance with said separation of premiums regardless of the percentage said separation produces to the Policy as a whole on the entire Building. Furthermore, if because of the use or occupancy of either Commercial or Residential or any of

their respective tenants or owners or occupants, a higher fire insurance rating placed upon the Building as a whole or upon a respective portion of the Building, then said extra rating or penalty shall be assessable entirely against the party in whose area of the Building the extra hazard exists and shall not be recoverable in whole or in part from the other party. Premiums for insurance will be paid by the party to which they are billed by the insurance carrier, which party shall promptly notify the other of the amount due. Residential shall be under no obligation to advance the amount of any insurance premiums or any other amounts on behalf of Commercial but Residential may do so to prevent any premium owed by Commercial from not being paid when due. In such event, the amount advanced by Residential shall bear interest each month at the rate of one percent (1%) above the prime rate of Mellon Bank, N.A., from date of disbursement by Residential until paid.

8.4 Waiver of Liability. Residential shall not be liable to Commercial or its Tenants or to any Unit Owner, or any occupants of either Commercial or Residential areas for any action taken in good faith or any omission made in good faith under this Article VIII.

8.5 Other Insurance. No provision of this Restatement shall be deemed to prohibit the obtaining of insurance coverage in addition to that described herein.

8.6 Reconstruction or Repair After Casualty. In the event of damage to or the destruction of the Improvements, the Improvements shall be repaired or reconstructed as necessary unless Residential determines in accordance with the Code of Regulations and the Declaration that the Residential Portion of the Building shall not be repaired or reconstructed. In the event of any damage to or destruction of the Improvements which is to be repaired or reconstructed, Residential may, on behalf of Commercial, obtain such estimates or other data as may be reasonably necessary, subject to Article VII above, to prepare for the restoration of the damaged facilities and consult with and make recommendations to Commercial for the restoration of the damaged portions of the Improvements; provided, however, that Commercial retains the right to also obtain such estimates or other data. Any costs incurred by either party in taking such actions shall be allocated between Residential and Commercial in proportion to the amount of casualty loss suffered by each. Any damage or destruction to the Improvements solely within the Commercial Area or the Residential Area shall be repaired by or on behalf of the owner or owners of the damaged portions as promptly as possible. Residential and Commercial each grant an easement to the other to do all such work as is necessary to repair or to reconstruct any damage to the Improvements as rapidly as possible without unreasonably interfering with the right of other owners or occupants of the Building.

ARTICLE IX. MISCELLANEOUS

9.1 No Unlawful Use. Residential and Commercial will use and permit the Premises to be used only for lawful and proper purposes in compliance with applicable laws and regulations of all governmental authorities having jurisdiction over the Premises, and in compliance with all applicable requirements and directives of fire underwriters. Residential and Commercial will each take such action from time to time as may be necessary or desirable to effect compliance therewith, including the proper supervision and control of employees, lessees, invitees and others. Neither Residential nor Commercial will cause or allow anything to be done to impair, jeopardize or place at risk any portion of the Improvements. If either Residential or Commercial has knowledge of any matter or thing whereby any portion of the Improvements not owned by it or any facility in any portion of the Improvements not owned by it is defective or appears to create any risk of loss,

damage or injury, the party having such knowledge will promptly communicate such knowledge to the owner or occupant of the portion of the Improvements concerned, and such owner or occupant will act promptly to remedy the condition or provide protection against any such loss, damage or injury.

9.2 Condemnation. If any portion or portions of the Premises are taken by condemnation on proceedings or are conveyed in lieu thereof, the party whose property is taken or conveyed shall be entitled to the total amount of the award made on account of the taking of such property.

9.3 Arbitration. Any controversy, claim or dispute between Residential or Commercial directly or indirectly concerning this Restatement, the breach hereof or the subject matter hereof, including questions concerning the scope and applicability of this section, shall be resolved by arbitration in the City of Pittsburgh, Pennsylvania, in accordance with the rules then established of the American Arbitration Association, including those for the appointment of arbitrators. Such arbitration shall constitute an exclusive remedy hereunder except as provided in Section 5.1 with respect to the enforcement of easements. The arbitrators shall have the right and authority to determine the manner of implementation or enforcement of each aspect of their decision. In the absence of the denial of a hearing, fraud, misconduct, corruption or other similar irregularity leading to an unjust, inequitable or unconscionable award, the arbitration shall be final and binding upon the parties thereto and shall not be subject to judicial review. Judgment upon such decision or award may be entered in any competent court in the Commonwealth of Pennsylvania and application may be made to such court for confirmation of such decision or award, for an order of enforcement and for any other legal remedies which may be necessary to effectuate such decision or award. Residential and Commercial hereby consent to the jurisdiction of any such court as to any matter arising out of arbitration or the enforcement thereof. Parties agree that costs of dispute resolution, including but not limited to attorney fees and/or legal/expert consultant fees, shall be borne by each party independently.

9.4 Captions. The captions used in this Restatement are inserted solely as a matter of convenience and reference and shall not be relied upon and/or used in construing the effect or meaning of any of the provisions of this Restatement.

9.5 Notices. All notices, demands and other communications required or desired under this Restatement shall be delivered in person or sent by certified mail, return receipt requested, to the party to receive notice at the address of such party set forth below by its execution hereof, or if not set forth below, at its address at the Building, or to such other address as such party may have designated from time to time, in a writing duly receipted for, to the other. All such notices, demands and other communications shall be deemed to have been given when delivered to the addressee in person in accordance with the provisions hereof or when mailed as provided above, except notices of address changes, which shall be deemed to have been given when received.

9.6 Covenants Running With the Land. In addition to the easements and their benefits referred to in Section 5.1 hereof, the covenants, agreements and undertakings of Residential and Commercial herein set forth with respect to the Premises and the use, occupancy, maintenance, repair and restoration thereof shall for all purposes shall be covenants running with the Land.

9.7 Term of Agreement. This Restatement shall remain in full force and effect until title to the Premises is vested in one person or entity or until a decision is made in accordance with the terms of this Restatement not to reconstruct the Building after the destruction thereof.

9.8 Entire Agreement. This Restatement constitutes the complete agreement between Residential and Commercial relative to the subject matter hereof.

9.9 Amendments. This Restatement may be amended, renewed, extended or cancelled only by a written agreement executed on behalf of Residential and Commercial.

9.10 Waivers and Consents. No waiver of any provision of this Restatement consent to any departure from the provisions hereof shall in any event be effective unless evidenced by a written instrument executed by Residential and Commercial, and any such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.11 Partial Invalidity. If any provision of this Restatement or the application thereof to any party or circumstance is found to be invalid, such invalidity shall not affect other provisions or applications of this Restatement which can be given effect without the invalid provisions or application, and to this end the provisions of this Restatement are and shall be deemed to be severable.

9.12 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Restatement, such dispute or litigation shall be governed by the laws of the Commonwealth of Pennsylvania.

9.13 Relationship of Parties. No provision hereof shall be deemed to constitute either Residential or Commercial a partnership, association, joint venture, tenancy in common or other entity with the other party hereto, nor constitute either party the agent of the other party hereto except as herein expressly provided, nor in any manner limit either party in carrying on such party's respective separate businesses or activities, nor impose upon either party any liability or obligation except as herein expressly provided.

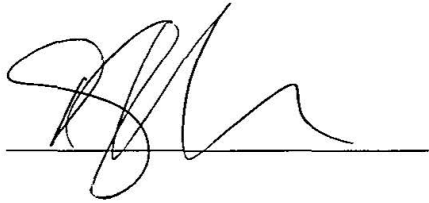
9.14 Successors and Assigns. The rights and responsibilities of Commercial under this Restatement are freely assignable, and Commercial shall give notice of any assignment to Residential, but the rights and responsibilities of Residential hereunder may not be assigned without the express, written consent of Commercial. This Restatement shall be binding upon and inure to the benefit of the parties hereto and their respective corporate successors and successors in title, assigns of Commercial and assigns of Residential permitted by Commercial.

9.15 Counterparts. This Restatement may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

9.16 The Restatement remains in full force and effect as herein modified and shall bind and inure to the benefit of Residential and Commercial and their respective corporate successors, successors-in-title and assigns.

IN WITNESS WHEREOF, Residential and Commercial have executed this Restatement as of the day and year first above written.

WITNESS/ATTEST



RESIDENTIAL:

Gateway Towers Condominium Association, Inc., a Pennsylvania corporation

By: Loretta E Hoglund

Name: Loretta E Hoglund

Title: GTC A Board President

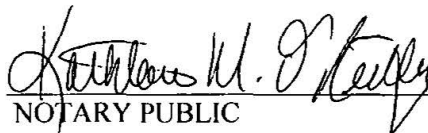
Date: Jan. 20, 2022

ACKNOWLEDGMENT

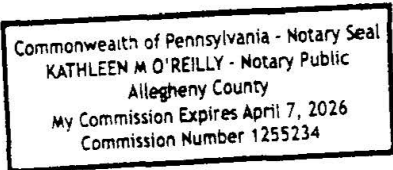
COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF ALEGHENY)

On this, the 20th day of January, 2022 before me, a Notary Public, personally appeared Loretta E. Hoglund who acknowledged him/herself to be the President of Gateway Towers Condominium Association, Inc., a Pennsylvania corporation, and that he/she, as such President, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of Gateway Towers Condominium Association, Inc., by him/herself as President.

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

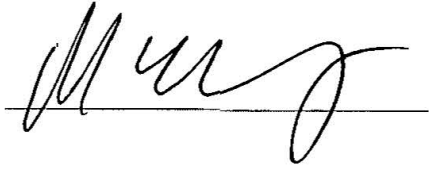

NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/7/26



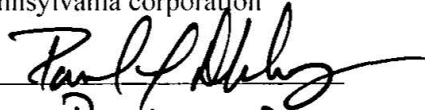
IN WITNESS WHEREOF, Residential and Commercial have executed this Restatement as of the day and year first above written.

WITNESS/ATTEST



COMMERCIAL:

Gateway Towers Executive Office
Condominium Owners Association,
a Pennsylvania corporation

By: 

Name: Paul J. Dluhag

Title: President

Date: 1/20/2022

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF ALEGHENY)

On this, the 20th day of JANUARY, 2022, before me, a Notary Public, personally appeared PAUL J. DLUHAG who acknowledged him/herself to be the PRESIDENT of Gateway Towers Executive Office Condominium Owners Association, Inc., a Pennsylvania corporation, and that he/she, as such PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of Gateway Towers Executive Office Condominium Owners Association, Inc., by him/herself as PRESIDENT.

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


NOTARY PUBLIC

MY COMMISSION EXPIRES:

Commonwealth of Pennsylvania - Notary Seal
Michelle L. Wolota, Notary Public
Washington County
My commission expires October 27, 2024
Commission number 1181697
Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania - Notary Seal
Michelle L. Wolota, Notary Public
Washington County
My commission expires October 27, 2024
Commission number 1181697
Member, Pennsylvania Association of Notaries

EXHIBIT "A" TO THE RESTATEMENT OF THE CROSS-EASEMENT, UTILITIES
SERVICES AND INSURANCE AGREEMENT

Only the surface of all that certain lot or parcel of land situate in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania being Lot No. 2 (hereinafter referred to as "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, 95, 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 114.04 feet to a point; thence by the arc of a circle deflecting to the right having a radius of 35 feet, an arc distance of 54.958 feet to a point on the southerly side of Fort Duquesne Boulevard, thence along the southerly side of Fort Duquesne Boulevard North 71° 03' 15" East a distance of 215.145 feet to a point on the dividing line between Lots Nos. 1 and 2 in said Plan; thence along the dividing line between Lots Nos. 1 and 2, aforesaid by the arc of a circle curving to the right having a radius of 28 feet an arc distance of 19.65 feet to a point on said dividing line; thence continuing along said dividing line South 18° 54' 45" East a distance of feet to a point on the dividing line between Lots Nos. 2 and 3 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 a point on the easterly side of Commonwealth Place at the place of beginning.

HAVING constructed on Lot No. 2, but not included as part of the Land, at 320 Fort Duquesne Boulevard, a 26-story combination commercial and residential building with basement and subbasement, known as "Gateway Towers", and having constructed underneath a portion of the surface of Lot No. 2 a part of a one-story underground parking garage.

TOGETHER WITH, a nonexclusive easement over the following described portion of Lot No. 1 in said Gateway Plan of Lots No. 2, for unobstructed light and air for the benefit of Lot No. 2, for so long as the building known as "Gateway Towers" {or any structure hereafter built to replace the same} remains standing on Lot No. 2:

BEGINNING at a point on the southerly side of Fort Duquesne Boulevard at the dividing line between Lots Nos. 1 and 2 in said Plan; thence North 71° 03' 15" East along the southerly side of Fort Duquesne Boulevard a distance of 60.62-feet to a point; thence South 18° 54' 45" East through Lot No. 1 in said Plan a distance of 149.20 feet to a point; thence South 71° 05' 15" West a distance of 54.00 feet to a point on the dividing line between Lots Nos. 1 and 2 in said Plan; thence along the dividing line between Lots Nos. 1 and 2 in said Plan, the following courses and distances:

- (1) North 18° 54' 45" West a distance of 131.09 feet to a point of curve; and
- (2) by the arc of a circle deflecting to the left having a radius of 28 feet an arc distance of 19.65 feet to a point at the place of beginning.

The aforesaid easement for light and air is subject to a certain driveway or ramp leading from Fort Duquesne Boulevard to certain underground facilities located under Lots Nos. 1, 2 and 3 in said Plan, and is further subject to all improvements and other facilities now or hereafter installed for use in connection with said ramp or driveway, including but not limited to retaining walls adjacent thereto, parapet walls surrounding three sides of said driveway or ramp, walkways, curbs, lighting facilities, traffic control devices and similar facilities subject to the perpetual right of the owner of said Lot No. 1, its successors and assigns to use and enjoy the same and to inspect, maintain, repair, remove, replace, improve, reconstruct and modify said ramp or driveway and other facilities.

LESS AND EXCEPT from Lot No. 2, the right of The Equitable Life Assurance Society of the United States, its successors and assigns forever 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:

BEGINNING at a point on the easterly side of Commonwealth Place, at the dividing line between Lots Nos. 2 and 3 in said Plan; thence along the easterly side of Commonwealth Place North $18^{\circ} 54' 45''$ West a distance of 42 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 $71^{\circ} 05' 15''$ 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 $18^{\circ} 54' 45''$ East a distance of 42 feet more or less to the southeasterly corner of Lot No. 2 in said Plan; thence along the dividing line between Lots Nos. 2 and 3 in said plan South $71^{\circ} 05' 15''$ West a distance of 256.74 feet to the point at the place of beginning.

EXHIBIT B TO THE RESTATEMENT OF THE CROSS-EASEMENT. UTILITIES
SERVICES AND INSURANCE AGREEMENT

BASEMENT FLOOR EASEMENT PER SECTION 4.3.2

ROOM	PURPOSE
Manager's Office	Management Office for Residential
MTR	Locker Room, Lounge, Lunchroom and Toilet Room for Male Employees of Residential
WTR	Locker Room, Lounge, Lunchroom and Toilet Room for Female Employees of Residential
Residential Supply	Storage Area for Residential Use
Workshop	Maintenance Shop for Residential Use
Maintenance Supervisor	Maintenance Shop and Office for Residential Use

EXHIBIT D TO THE RESTATEMENT OF THE CROSS-EASEMENT. UTILITIES SERVICES AND
INSURANCE AGREEMENT

GARAGE EASEMENT PER SECTION 4.3.3

Easements which Commercial and Owner expressly reserve for the benefit of the Garage as defined in the Declaration:

- (a) A non-exclusive easement for pedestrian ingress and egress along the hallway of the C-level, as defined in Exhibits "E" and "F" to the Declaration;
- (b) The non-exclusive easement to use the toilet facilities in the rooms labelled MTR and WTR on Exhibit "B" attached hereto. This easement does not include the right to use the locker facilities, lounge facilities or the lunchroom areas in said rooms;
- (c) Non-exclusive easements and rights of way as are necessary and desirable to accommodate all existing pipes, ducts, cables, conduits, public utility lines, ventilation shafts, elevator openings and shafts, mail shuts, 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 said services for the benefit of the Garage and the means of ingress and egress thereto, together with an easement to enable the owners and occupants of the Garage to maintain, repair, replace, alter and supplement all of such facilities without any necessity for the owners and occupants of the Garage to request or obtain any additional easement or right of way for the providing of utilities services or means of ingress or egress ;
- (d) Non-exclusive easements or rights of way as are necessary to permit the owners and occupants of the Garage access to all machinery or mechanical rooms on the C-level which service the Garage for the purpose of maintaining, servicing and repairing, replacing, altering and supplementing such machines and mechanical systems without any necessity for the owners and occupants of the Garage to request or obtain any additional easements or rights of way for such purposes;
- (e) To the extent necessary a free, uninterrupted and perpetual easement for structural support, both adjacent and lateral over, upon and against the C-levels;
- (f) If any part of the Garage encroaches on the C-level or the Condominiums as defined in the Declaration for any reason other than the intentional or negligent act of any owner or occupant of the Garage, 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 Garage is partially or totally destroyed and rebuilt and any part thereof that encroaches upon any part of the C-level or the Condominium, 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 Condominium; and
- (g) A non-exclusive easement for use of the loading dock in the C-level.