

FIRST AMENDMENT TO CROSS-EASEMENT,
UTILITIES SERVICES, AND INSURANCE AGREEMENT

THIS AGREEMENT is made as of February 27, 1982,
by and between GATEWAY CAPITAL, INC., a Georgia corporation
(hereinafter "Sponsor"), and GATEWAY TOWERS CONDOMINIUM
ASSOCIATION, INC., a Pennsylvania corporation (hereinafter
"Residential"), and THREE RIVERS CAPITAL, INC., a Georgia
corporation (hereinafter "Commercial").

W I T N E S S E T H :

WHEREAS, Sponsor, on behalf of Residential, and
Commercial entered into a Cross-Easement, Utilities Services,
and Insurance Agreement dated June 19, 1979, and recorded in
the Register's Office of Allegheny County, Pennsylvania, in
Deed Book Volume 6122, Page 911 (hereinafter the
"Cross-Easement Agreement"); and

WHEREAS, Sponsor, Residential and Commercial wish to
modify the Cross-Easement Agreement;

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

1.

Commercial and Residential hereby give, grant and
convey to each other the easements described below so that
Section 4.3 of the Cross-Easement Agreement is hereby deleted
in its entirety and the following new Section 4.3 is hereby
inserted in lieu thereof:

4.3 Basement Easements. 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 plan as "Exclusive Basement Area for Residential Use" except for the hallway portion of said area, over which Residential's easement is non-exclusive.

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 said hallway and all other rooms and areas reserved for Residential's exclusive use.* If Sponsor will separately meter such area at Sponsor's expense, 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 shall be prorated with Residential's paying 83% of the cost of said maintenance and repairs and Commercial's paying 17% of said cost. One hundred percent (100%) of the cost of physical maintenance of the entrance to the Building through the parking garage shall be paid by Commercial, including but not limited to maintenance of the light fixtures, mats, painted walkways, posts, ramp, walls, and entry doors, but excluding 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

*Residential and Commercial acknowledge that Sponsor has no affirmative obligation to separately meter such area.

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.

2.

Article 6.1 is hereby deleted in its entirety and the following new Article 6.1 is hereby inserted in lieu thereof:

6.1 Heating. Residential will supply heat at metered cost to the Commercial area as and when needed. Nothing contained herein shall obligate Residential to provide steam heat to Commercial for use as a "temperature balancing method" in a 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, however, that nothing herein or in the certain Parking Reservation Agreement between Residential and Commercial shall prevent Commercial's passing the actual cost (without any charge for overhead) of providing such steam heat to the garage, including without limitation the cost of electricity to power a fan to blow the heat into the garage, along to owners and occupants parking in the garage on a per parking space basis as a surcharge in addition to the parking fee contemplated by said Parking Reservation Agreement and the fees for parking

charged to non-owner-occupants. The cost of installing meters to measure steam consumption to heat the garage shall be Commercial's expense. Residential currently purchases steam heat from Allegheny County Steam Heating Company at a metered rate. 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 Cross-Easement Agreement, 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.

3.

Article 6.2 is hereby deleted in its entirety and the following new Article 6.2 is hereby inserted in lieu thereof:

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 under the 83/17 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. The cost of electricity consumed in the parking garage lighting and equipment is to be paid entirely by Commercial. 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.

4.

Article 6.3 is hereby deleted in its entirety and the following new Article 6.3 is hereby inserted in lieu thereof:

6.3 Water and Sewage Service. Residential will arrange for water and sewage service to be provided by the appropriate authorities and furnished to the owners and occupants of the Commercial area at metered cost. If metering of the useage by Commercial is not feasible then the cost shall be allocated on the 83/17 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 upon the date of execution hereof, or is a successor or assign 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 as upon execution hereof, in which case the services shall still be supplied based upon the 83/17 split, 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 on the 83/17 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. Commercial may pass 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 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 on the 83/17 basis. Provided, however, that any such special charges levied or assessed because of Present Tenants occupying substantially similar space for a substantially similar purpose as upon execution 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 based on the 83/17 split.

5.

Article 6.4 is hereby deleted in its entirety and the following new Article 6.4 is hereby inserted in lieu thereof:

6.4 Chilled Water. If The Equitable Life Assurance Society of America (hereinafter "Equitable") will consent to Commercial's assignment to Residential of

Commercial's rights under a certain Cooling Agreement with Equitable dated June 19, 1979, and recorded as Instrument No. 40868 in the Allegheny County, Pennsylvania Records, Residential will arrange for chilled water to be provided to the owners and occupants of the Commercial Area at metered rates. If Equitable will not consent to said assignment, Commercial shall enter into a contract with Residential as independent contractor for Commercial to arrange for chilled water to be provided under the Cooling Agreement and otherwise in accordance with this Agreement. 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 purchased from Equitable under said Cooling Agreement. If Equitable 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 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 in implementing such a plan if mutually beneficial and upon terms and conditions reasonably satisfactory to Commercial.

6.

Article 6.5 is hereby deleted in its entirety and the following new Article 6.5 is hereby inserted in lieu thereof:

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, or replacing the heating and air-conditioning equipment serving the Residential portion of the first floor as well as the Residential floors 4-26. To the extent that said equipment jointly heats and air-conditions portions of the Commercial corridors the cost of operating, maintaining, servicing or replacing said jointly operated equipment shall be split on the 83/17 formula. Commercial will maintain at its expense all forced air systems serving Commercial areas exclusively.

7.

Article 6.6 is hereby deleted in its entirety and the following new Article 6.6 is hereby inserted in lieu thereof:

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 replacements based on the 83:17 split.

8.

Article 6.7 is hereby deleted in its entirety and the following new Article 6.7 is hereby inserted in lieu thereof:

6.7 Incinerator Shafts and Trash Removal. (a) Residential will maintain at Residential's expense the existing incinerator shafts in the Building which are for the exclusive use of 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, or replacing at Residential's sole cost and expense the trash chute and compactor system. Residential warrants that installation, operation or maintenance of the trash chute and compactor system will be funded so that no mechanic's liens attach to Commercial property, and Commercial agrees that it shall not alter or decorate the walls in which the access doors are located in a manner that

will reduce Residential's ability to have access for maintenance purposes. Residential shall be responsible for the damage done to Commercial's walls while servicing said trash chute; provided, however, that if Commercial covers over 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 designated "INC" on Exhibit A to facilitate Residential's servicing the trash compaction system and related fire safety equipment located therein. (b) Residential shall contract for the disposal of trash rubbish for both Residential and Commercial and 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 agrees to pay for its trash removal costs based on the applicable charges per cubic yard of trash hauled or per dumpster, whichever charge is applicable and 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 83/17. 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. 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 an unreasonable 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.

9.

The following Articles shall be inserted as numbered and the existing Articles 6.9 through 6.13 shall be renumbered to maintain the proper sequence:

6.9 Security.

(a) Commercial shall permit security guards employed by Residential access to the Commercial area to patrol between the hours of 11:00 P.M. and 7:00 A.M. if Residential desires such a patrol. However, the entire expense of such security guards shall be paid by Residential.

(b) 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 shall be performed by a method which treats Commercial tenants, Residential Occupants and the guests and invitees of each in a similar manner.

10.

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

11.

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 Article 6.11 shall supersede and cancel any provisions in the prior Cross-Easement Agreement or other Condominium documents granting easements or rights of use to Commercial, Residential or the Sponsor if such rights or easements are contradictory to the following provisions:

(a) Commercial, Commercial tenants, Sponsor, Residential, or owners or occupants of units in the condominium 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 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. However, those existing advertising signs installed by Sponsor on the Ft. Duquesne Boulevard side of the Building may remain in place as long as Sponsor maintains same in a first class condition and until Sponsor has sold all of its Units or until five years from the date Sponsor commenced its sales program, whichever date comes first. Further, Murphy's Parlor, or its successor, may continue to establish an outside stand from time to time in accordance with its lease. Commercial agrees to use best efforts to convince Murphy's Parlor, or its successor, to locate said outside stand in a location in which damage to the walkway and/or grounds is minimized.

(b) Commercial and Residential shall establish 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 as a first-class property.

(c) Commercial, Commercial tenants, Residential, unit owners or occupants, or Sponsor shall not install new awnings or other type of window devices on the exterior of the building. However, Murphy's Parlor, or its successor, may maintain the existing awning system or a system comparable to the existing awning system as part of an outdoor cafe atmosphere in accordance with the terms of the existing lease.

Commercial agrees to use best efforts to have said awning maintained in a clean condition and in good repair. If Murphy's Parlor, or its successor, fails to clean and maintain said awnings and Residential gives Commercial written notice of said failure, Commercial will use best efforts to have the awning cleaned and repaired within fourteen (14) days.

(d) 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. Each party hereby appoints the other its attorney-in-fact coupled with an interest, which appointment is irrevocable, to enforce this section and such documents if the appointing party fails or refuses to do so.

12.

Article 6.12 is hereby deleted in its entirety and the following new Article 6.12 is hereby inserted in lieu thereof:

6.12 Costs of Services. As used in this Agreement, 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 Agreement shall mean the actual cost (determined by the application of generally accepted principals of accounting consistently applied) incurred by such party in

furnishing same, exclusive of any profit, but with an 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 using the 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 premises, 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. In the event that any such service cannot be separately metered to Commercial and Residential or for any other reason clear allocations based upon use or consumption between Residential and Commercial cannot be determined, Residential shall pay eighty-three percent (83%) of the cost of such service, utility, or facility and Commercial shall pay seventeen percent (17%) of such cost.

Such percentages are based upon the ratio of the floor area in the Building primarily used by each of the parties to the total floor area in the Building.

13.

6.13 Delivery and Service Contractors' Parking.

Commercial grants to Residential the following easements, rights, and privileges in and through the parking garage in order to guarantee reasonably to Residential the availability of parking spaces in the garage for the vehicles used by service contractors and delivery companies serving residential occupants. However, Commercial need not supply parking space in the garage for any vehicle more than 9 feet high or 12 feet wide, and Commercial will not reduce the size of the doors or gates to the parking garage to lesser dimensions. All delivery trucks or service company vans, trucks or cars which indicate that they are at the Building to accommodate a residential occupant shall be permitted up to thirty minutes free parking in the garage for a maximum of two (2) such vehicles at any one time. If the garage appears to be full, the garage operator shall be instructed to make special efforts to make space available and if space cannot be made available immediately, then the garage operator shall notify the Residential Management office so that it can assist in making space available in the front entry circle or so that it can arrange for a valet or porter to pick up the packages if possible. Under no circumstances shall a delivery person or service contractor be turned away by the garage before the Residential Management office has been contacted and given every reasonable opportunity to arrange for accommodations either in the garage or in the front driveway.

6.14 Payment of Costs of Services. Unless 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. Provided, that three bids are not required in cases of emergencies where immediate work or materials are required, for facilities, services, repairs and replacements costing less than an annual per-item aggregate of \$5,000.00, which \$5,000.00 figure shall be adjusted every five years after execution hereof to reflect the change in the Consumers' Price Index (All-Urban Consumers), or another similar index acceptable to both parties if said Index ceases to be published, over a base year of January through December, 1981, since the date of the immediately preceding adjustment; or for landscaping the grounds surrounding the Building, including the Plaza area. 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 Agreement 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 rate quoted by Mellon Bank NA, Pittsburgh, Pennsylvania, 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.

15.

6.15 Possible Illegality.

16.

6.16 Interruptions.

17.

6.17 Installation of Separate or Additional Facilities.

18.

6.18 Laundry Facility. Commercial itself or through a lessee or concessionaire, shall provide a laundry

room facility in the area designated "Laundry" on Exhibit A, which Residential unit owners and occupants may use subject to said owners' and occupants' complying with reasonable rules and regulations promulgated from time to time by Commercial. Commercial shall maintain, or shall require its lessee or concessionaire to maintain, the laundry room in a neat, clean and orderly manner and the equipment in good repair. Commercial shall provide or cause to be provided at least 15 washing machines and 6 driers having a normal commercial capacity and related laundry-room facilities.

Article 7.1(a) is hereby deleted in its entirety and the following new Article 7.1(a)(i) and (ii) is inserted in lieu thereof:

(i) Commercial will maintain, repair and improve the roof of the Building as necessary, provided, however, that during the period that the existing ten (10) year guarantee is in effect on the new roof all work performed thereon shall be by the General Roofing Company and shall be completed in accordance with procedures that will not violate the requirements of the guarantee from either the manufacturer, Carlisle Rubber Co., or the installer, General Roofing Company, a copy of which is attached hereto as Exhibit "B". Furthermore, in the event that any major roof repairs are required, Commercial shall consult with Residential prior to undertaking said repairs unless such repairs must be made on an emergency basis to prevent damage to the Building. All work on the promenade roof surrounding the 27th floor shall be completed in accordance with the Dex-o-Tex Roofing procedures and shall be completed by Allegheny Installations, Inc., using materials identical to and compatible with the

original deck installation in strict conformance with manufacturer's specifications. In the event that either General Roofing or Allegheny Installations, Inc. ceases to be in business, then other contractors may be used if they are approved in writing in advance by the manufacturer of the roofing system as being trained and knowledgeable in the installation and maintenance of their roofing system and acceptable under any guarantees in effect at that time.

(ii) Commercial grants an easement to Residential to install and maintain at Residential's sole cost a perimeter fencing system around the roof edge in a design and in an area to be mutually agreed upon by Residential and Commercial. If Residential decides to install said fencing system, said fencing system is to be installed by General Roofing in a manner that General Roofing and Carlisle Rubber will guarantee in writing in advance will not alter, reduce, or in any manner affect the written ten year guarantee known as Exhibit "D" attached hereto. Residential shall maintain said fencing system in a manner that assures continuation of the roofing system guarantee.

(iii) Inasmuch as the installer of the roofing system, as well as the manufacturer, require the installation of "carey board," or a similar walkway material, in all traffic areas to protect the roof surface, Sponsor agrees to install at its sole cost the walkways shown on Exhibit C attached hereto, and Sponsor shall reimburse Residential and Commercial for any costs incurred to date for any portion of this walkway system. Said walkways shall be installed by General Roofing and shall be completed within thirty (30) days of the execution of this Agreement.

Commercial shall be responsible for the periodic repair or replacement of said walkways so as to assure continuation of the roofing guarantee but the cost of said maintenance shall be allocated on the 83/17 formula.

19.

Article 8.1 is hereby deleted in its entirety and the following new Article 8.1 is inserted in lieu thereof:

8.1 Insurance Appraisal and Proposal.

(a) Before April 1st of each year, Residential will obtain from a reputable appraiser a written appraisal of the maximum insurable value, excluding foundation and excavation costs, or 100% of the insurable value, whichever is greater, of the Building. Residential shall submit said appraisal and complete specifications for casualty, flood, public liability and property damage insurance coverage to Commercial on or before April 1st of each year. Commercial shall approve or disapprove said appraisal and specifications by May 1, 1981. If Commercial approves the appraisal and specifications. Residential shall proceed to obtain insurance coverage in conformity with said appraisal and specifications from a reputable company based on the lowest of at least three bids obtained from reputable companies.

(b) If Commercial does not approve said appraisal and specifications, Commercial shall so notify Residential in writing by May 1 and shall give the reasons for disapproval. Residential and Commercial shall try to resolve their differences and agree to an appraisal and 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 appraisal and 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 deficiency or defect in such coverage or in the 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.

20.

Article 8.2(f) is hereby deleted in its entirety and a new Article 8.2(f) is inserted in lieu thereof as follows:

8.2(f) The insurance may not be cancelled except in accordance with the terms (to the extent applicable) of the Mortgagee Protective Agreement and until ten (10) days written notice to Residential with a copy of Commercial.

Article 8.3 is hereby deleted in its entirety and the following new Article 8.3 is inserted in lieu thereof as follows:

8.3 Allocation of Costs. All costs reasonably incurred by Residential in accordance with the provisions of this Article VIII shall be borne eighty-three (83%) percent by Residential and seventeen (17%) percent by Commercial, 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 their respective interests 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 is 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 at the rate of one (1%) percent above the prime rate of Mellon Bank, N.A., from date of disbursement by Residential until paid.

22.

Article 8.4 is hereby deleted in its entirety and the following new Article 8.4 is inserted in lieu thereof as follows:

8.4 Waiver of Liability. Because Residential's services under this Article VIII is without compensation, Residential shall be liable to neither Commercial nor its Tenants nor to any Unit Owner, nor any Occupant of either Commercial or Residential areas for any action taken in good faith or any omission made in good faith.

23.

Article 8.6 is hereby deleted in its entirety and the following new Article 8.6 is inserted in lieu thereof as follows:

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 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 Residential 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 the other owners or occupants of the Building.

24. 5

The parties agree that if either party is responsible hereunder for providing services, repairs, materials or other work which also benefits the other party and fails or refuses to do so after written demand by the other party, the other party is granted all easements for ingress and egress required to provide and may provide such services, repairs, materials or other work and bill the responsible party for its proportionate share based on the 83:17 formula.

25.

Anything herein to the contrary notwithstanding Commercial shall not be required hereunder to do anything or permit anything to be done which would put Commercial in default under the terms of any existing leases, or renewals or

extensions thereof, with Present Tenants. Commercial agrees that if implementation of any provision hereof would result in such a default, Commercial will use best efforts to have the Present Tenant waive the default in writing. Commercial further agrees that any Commercial leases executed after execution hereof, and any extensions or renewals of existing leases which are made other than pursuant to a right to renew by the tenant, shall expressly provide that the Commercial tenant is bound by the terms of this Agreement as from time to time amended.

26.

Residential covenants and agrees that any and all claims, loss, damage, or causes of action which Residential discovers or of which Residential becomes aware which arise from events, occurrences, acts or omissions by Sponsor, Commercial, or both, which pre-date the execution hereof, including without limitation claims arising from the construction of development of the Building, can be asserted only against Sponsor or Commercial, or both, but will not be asserted against any successor in title to Commercial or Sponsor. Residential hereby expressly waives, discharges and releases any and all claims and causes of action against any successor in title to Commercial which arise prior to the date said successor in title acquires record title to the Commercial space. Provided, however, that Sponsor and Commercial (but not the successors in title of either) remain fully liable for the performance of their obligations under a certain Escrow and Agreement among Residential, Sponsor, and Commercial dated January _____, 1982. Said Escrow and Agreement is not waived, modified, terminated or released by any provision hereof.

27.

Anything herein to the contrary notwithstanding, Residential covenants and agrees that if Residential is granted a judgment against Commercial or Sponsor, or both, for breach of any covenant or agreement set forth herein or otherwise arising out of the Building operation, Residential will only assert said judgment against the interest of the judgment debtor in and to the Building and will not seek, and hereby waives its right, to collect said judgment or any deficiency judgment from Commercial or Sponsor personally.


28.

The Cross - Easement Agreement 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, Sponsor, Residential and Commercial have executed this agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Walter C. Curtis
Debra R. Skuping


Walter C. Curtis
Debra R. Skuping

GATEWAY CAPITAL, INC.

By: [Signature]
Attest: [Signature]
(CORPORATE SEAL) 

THREE RIVERS CAPITAL INC.

By: [Signature] President
Attest: [Signature]

GATEWAY TOWERS CONDOMINIUM
ASSOCIATION, INC.

Janice M. Bowen

Janice M. Bowen

By: Willie Portey
President

Attest: David Stepanian
Secretary

STATE OF GEORGIA

COUNTY OF FULTON

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to take acknowledgments, as Robert S. Beauchamp and Sharon G. Brown, respectively, of Gateway Capital, Inc., a Georgia corporation, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers and as the free act and deed of said corporation for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation.

Witness my hand and official seal in the county and state aforesaid this 20th day of January, 1983

Randy A. Marshall
Notary Public



My Commission Expires: _____

Notary Public, Georgia, State at Large
My Commission Expires Nov. 13, 1984

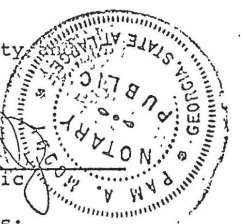
STATE OF GEORGIA

COUNTY OF FULTON

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to take acknowledgments, as Robert S. Beauchamp and Sharon G. Brown, respectively, of Three Rivers Capital, Inc., a Georgia corporation, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers and as the free act and deed of said corporation for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation.

Witness my hand and official seal in the county and state aforesaid this 20th day of January, 1983

Randy A. Marshall
Notary Public



My Commission Expires: _____

Notary Public, Georgia, State at Large
My Commission Expires Nov. 13, 1984

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

The foregoing consent and agreement were acknowledged before me this 27th day of JANUARY, 1982, by MILTON PORTER and STEVEN A. STEPANIAN II, as President and Secretary, respectively, of Gateway Towers Condominium Association, Inc., a Pennsylvania nonprofit corporation, on behalf of said corporation.

Janice M. Bower
Notary Public

My Commission Expires

JANICE M. BOWER, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY, PA
MY COMMISSION EXPIRES 12/31/1985
Member, Pennsylvania Association of Notaries



BEL/0016R

Declaration Plan for Gateway Towers Condominium, a condominium under the Pennsylvania Unit Property Act of July 31, 1963, P.L. 196, situated at Fort Duquesne Boulevard and Commonwealth Place in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania.

1. The portion of the building shown on pages 2, 3, 4, 5, 6 and 9 of the Declaration Plan, except with respect to certain rights in certain areas indicated hereon which have been granted to the owners of "Units" in Gateway Towers Condominium as described in the Declaration thereof, are not so declared, are not dedicated to the condominium regime or to public use, and are neither Units or Common Elements (as said terms are defined by the Unit Property Act), but are shown for convenience only to indicate said areas in which the aforesaid rights have been granted.

2. The use herein of the term "residential use" with respect to any easement is not intended to indicate that same may be used for dwelling purposes. The use herein of the term "commercial" with respect to any area is not intended to indicate that the same may be used only for commercial purposes.

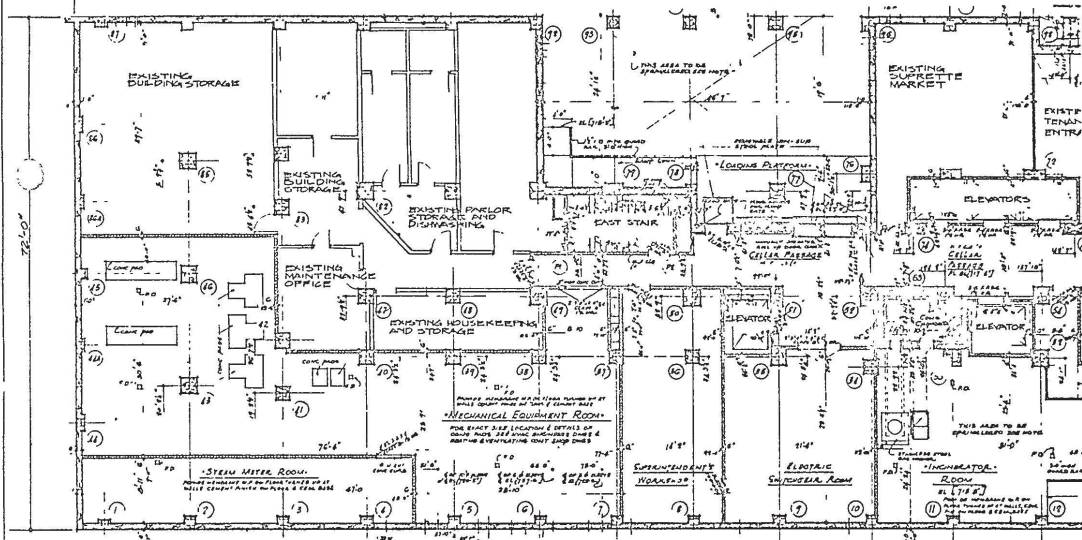
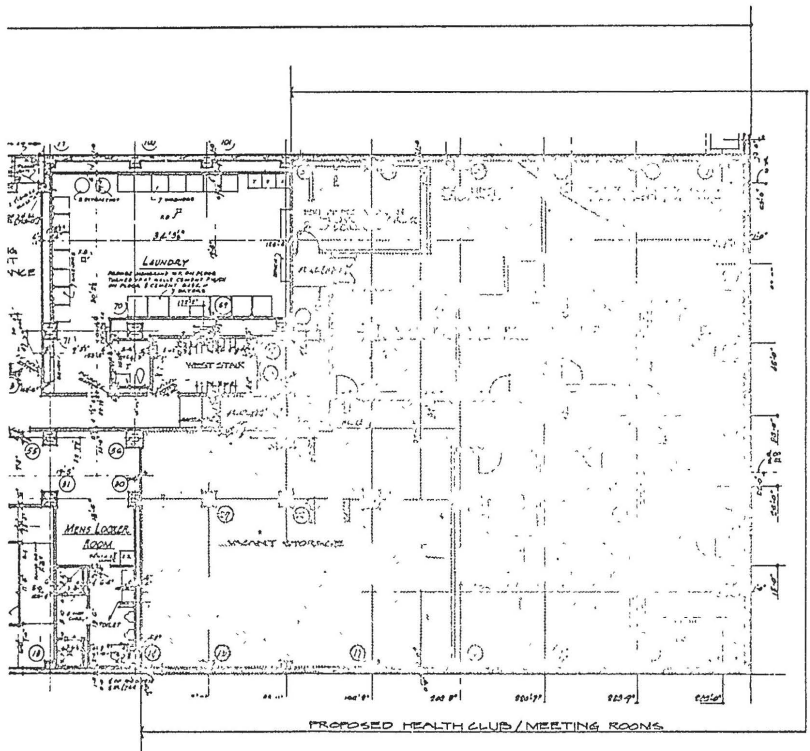


EXHIBIT A

3. Each Unit is designated by number and letter, the number indicating the numbered floor of the building on which the unit is located and the letter indicating the type of Unit.



CELLAR FLOOR PLAN

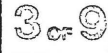
| | | |
|------------------|---|-------------|
| LEGEND | | |
| | COMMERCIAL | 10856.12 SF |
| | EXCLUSIVE EASEMENT AREA FOR RESIDENTIAL USE | 5293.03 SF |
| TOTAL GROSS AREA | | 16751.18 SF |

| REVISIONS | |
|-----------|--|
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| | |
| | |
| | |

BORLIN POWELL BROWN
ARCHITECTS / PLANNERS / ENGINEERS
WILKES - BARRE
PITTSBURGH

GATEWAY TOWERS BUILDING
EXISTING CONDITIONS / ARCHITECTURAL LAYOUTS
GATEWAY CAPITAL INC.
ATLANTA, GEORGIA

DRAWING NO.



DATE 6/19/79

EXHIBIT R

Carlisle Tire & Rubber



Carlisle Tire & Rubber Company
Division of Carlisle Corporation
P. O. Box 59
Carlisle, Pa. 17013
(717) 241-1500, Telex 04-2330 (Carlisle CLSI)

Serial No. 6777 Revision 1

CARLISLE SURE-SEAL® UNIVERSAL ROOFING SYSTEMS WARRANTY FOR COMMERCIAL BUILDING

Building Owner: Three Rivers Capital, Inc. and/or Gateway Towers Condo-
Building: minimum Association, Inc. As Their Interests May Appear
Building: Gateway Towers, CMD #277-80, JSI Rev. 1
Location: Pittsburgh, Pennsylvania
Date Installation is Completed: May 19, 1981
Date Inspection of Installation is Completed: June 9, 1981
Roof Approved By: Herb Rook

CARLISLE TIRE & RUBBER COMPANY, DIVISION OF CARLISLE CORPORATION, ("CARLISLE"), warrants to the Building Owner, ("Owner"), of the commercial building described above, that subject to the terms, conditions, and limitations stated herein, Carlisle will repair any leaks in the Carlisle Sure-Seal® Universal Roofing System ("Roofing System"), but not to exceed the Owner's original cost of the installed roof over the life of this Warranty, installed by a Carlisle Authorized Roofing Applicator for a period of 10 years commencing with the date of the final inspection and acceptance of the Roofing System installation by Carlisle, (except as stated in paragraph No. 6).

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice within thirty (30) days of the discovery of any leaks in the Roofing System.
2. If, upon Carlisle's inspection, Carlisle determines that the leaks in the Roofing System are caused by defects in the Carlisle Roofing System's material or workmanship of the Carlisle Authorized Roofing Applicator (except as provided in paragraphs No. three (3) and No. four (4)), Owner's remedy and Carlisle's liability shall be limited to Carlisle's repair of the Roofing System, subject to the cost limitation set forth above.
3. This Warranty shall not be applicable if, in the sole judgment of Carlisle, any of the following shall occur:
 - (a) The Roofing System is damaged by natural disasters, including, but not limited to, lightning, gales, hurricanes, tornadoes, and earthquakes, or
 - (b) The Roofing System is damaged by any acts of negligence, accidents, or misuse, including but not limited to, vandalism, civil disobedience, or acts of war, or
 - (c) Metal work or other material not furnished by Carlisle is used in the Roofing System and causes leaks.
4. This Warranty shall be null and void if in the sole judgment of Carlisle any of the following shall occur:
 - (a) If, after installation of the Roofing System by a Carlisle Authorized Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle, or
 - (b) Failure by the Owner or lessee to use reasonable care in maintaining the roof, or
 - (c) Owner fails to comply with every term or condition stated herein.
5. During the term of this Warranty, Carlisle, its agents or employees, shall have free access to the roof during regular business hours.
6. Carlisle shall have no obligation under this Warranty until all bills for installation, supplies and service have been paid in full to the Carlisle Authorized Roofing Applicator and material suppliers.
7. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
8. This Warranty supersedes and is in lieu of any and all other expressed warranties that are in conflict with the terms and conditions stated herein.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY. NO REPRESENTATIVE OF CARLISLE HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

CARLISLE TIRE & RUBBER COMPANY
DIVISION OF CARLISLE CORPORATION

BY: HUGH C. KENNEY

AUTHORIZED SIGNATURE: *Hugh C. Kenney* (Seal)

TITLE: VICE PRESIDENT
MARKETING & SALES

DATED: June 10, 1981



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Construction Materials Department
Carlisle Tire & Rubber Company
Division of Carlisle Corporation
P.O. Box 99
Carlisle, PA 17013
(717) 245-1000

Carlisle Tire & Rubber



CARLISLE SURE-SEAL® UNIVERSAL ROOFING SYSTEMS Care & Maintenance Information

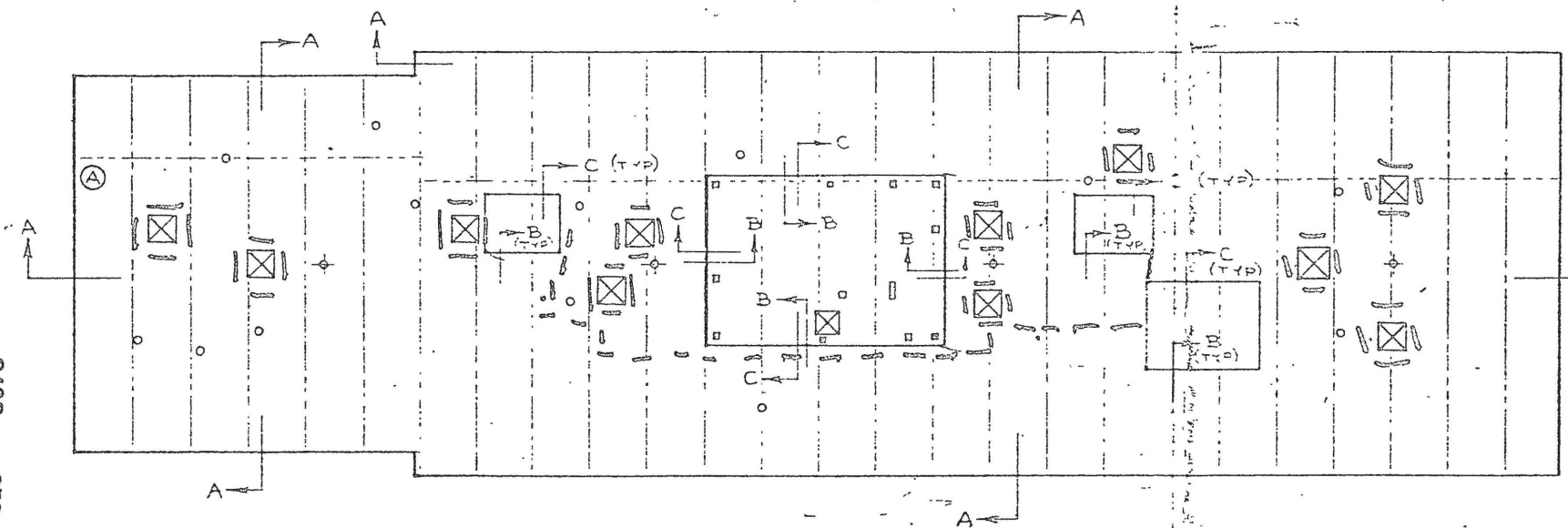
You have just received a Carlisle Sure-Seal® Roof Warranty. The roofing system used contains one of the finest available roofing materials on the market today.

Following is a list of maintenance information which is recommended for a Carlisle Sure-Seal® Roofing System. These items will help you obtain the maximum performance from your roof.

1. Keep roof surface clean at drain areas to avoid clogging of drains. This will avoid overloading of the roof surface.
2. Keep all petroleum products off the rubber membrane—solvents, greases, oil, or any liquid containing a petroleum product to avoid degrading the membrane.
3. Kitchen waste should not be exhausted onto the roof surface. Depending on type and quantity, they could degrade the membrane.
4. If your roof will come in contact with any chemicals, please contact Carlisle, since some chemicals could degrade the membrane.
5. Keep foot traffic to a minimum. Walkways should be provided if regular traffic is required or if roof-top equipment has a regular thirty (30) day or less maintenance schedule.
6. DO NOT use roof cement to repair or install the rubber membrane—roof cement contains petroleum products.
7. Temporary repairs can be made with Carlisle's Lap Sealant or any good grade rubber caulk. Notify Carlisle of this action in writing.
8. Keep roof maintenance items, such as counterflashing, metal curbs and metal pipes sealed watertight at all times.
9. If you do have a leak, make sure that it is a roof membrane leak problem and that it is not just a curb, skylight, metal duct work or plumbing leak causing the problem.
10. If a new unit or pipe must be installed through the roof or there is an addition to the building, contact Carlisle for an approval and coordinate the installation with the Carlisle Approved Applicator so the tie-in will be in accordance with Carlisle's specifications and warranty.

The preceding information is for the Sure-Seal® Roofing Systems. There is no maintenance required for the Sure-Seal® membrane, splice or flashings used in the system. Your cooperation in the maintenance and use of the roof will be appreciated.

EXHIBIT



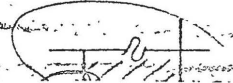
W.D. 6436 PAGE 656

ROOF PLAN

SCALE: 1" = 20' - 0"

— CAREY BOARD

METAL COUNTERFLASHING



JAN 28 82 3935

FIRST AMENDMENT TO CROSS-EASEMENT

BETWEEN:

GATEWAY CAPITAL, INC.
("Sponsor")

AND:

GATEWAY TOWERS CONDOMINIUM
ASSOCIATION, INC.,
("Residential")

AND:

THREE RIVERS CAPITAL, INC.
("Commercial")

H/S
72 79

MAIL TO:

Porter, Wright, Morris & Arthur
37 W. Broad Street
Columbus, Ohio 43215

Attn: Nancy B. Young, Atty.

P. O. Naly Co., 427 Fourth Avenue, Pittsburgh, Pa. 15219

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 28th
 DAY OF January A.D. 19 82 IN DEED.....
 BOOK VOL. 6436 PAGE 657 WITH REF BY HAND AND
 FOR OF SAID COUNTY OF PA. AND YEAR FORESAID.
[Signature]
 RECORDED



VOL. 6436 PAGE 657

RECORDED IN DEEDS
ALLEGHENY COUNTY, PA.
JAN 28 1 15 PM '82