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SECOND AMENDMENT TO MASTER DEED
17 DOWNING THREE

SECOND AMENDMENT to the Master Deed of 17 Downing Three Condominium ("Condominium"), which Master Deed is dated February 3, 1987 and recorded with the Berkshire Middle District Registry of Deeds ("Registry") in Book 1179, Page 1120, as amended by the First Amendment to Master Deed dated June 23, 1987 and recorded with said Registry at Book 1197, Page 946 (the "Master Deed").

PRELIMINARY STATEMENT

WHEREAS, Section 8.1(i) of the Master Deed allows amendments to the Master Deed by vote of the Unit Owners holding at least 75% of the undivided interests in the common areas and facilities; and

WHEREAS, the prior Unit Owner of Unit 2B expanded said Unit 2B in 1993 by adding an addition on the rear of Unit 2B 1993 ("Unit 2B 1993 Expansion"). The Unit 2B 1993 Expansion was done with the permission of all the then Unit Owners, but the Unit Owners neglected to prepare, execute and record an amendment to the Master Deed to reflect the approved and completed Unit 2B 1993 Expansion; and

NOW THEREFORE, pursuant to Section 8.1 of the Master Deed, all the Unit Owners of the Condominium unanimously:

1. **Second Amendment to Master Deed**. The Master Deed is further amended by substituting for Exhibit B to the Master Deed the revised "Descriptive Schedule of Condominium Units" which is attached hereto as Exhibit B and made a part hereof said exhibit reflecting (a) the addition of approximately 12,550 square foot expansion of Unit 2B ("Unit 2B 1993 Expansion Area") and (b) the revised percentage interests in the common elements of the Condominium appertaining to each Unit as a result of the Unit 2B 1993 Expansion.
2. **Further Amended Floor Plans**. The First and Second Floor Plans for Unit 2B, recorded with the Registry of Deeds are hereby amended by substituting therefore the amended floor plans entitled "Condominium As-Built Floor Plans for 17 Downing Three - Unit 2B Pittsfield, MA Prepared for Straight Talk Investments, LLC", dated March 3, 2015 and recorded simultaneously herewith in said Registry of Deeds in **Plan Drawer N, No. 2** and a copy of which is attached hereto. (the "Unit 2B Further Amended Floor Plans")
3. **Approval by Trustees**. The Trustees of the 17 Downing Three Condominium Trust ("Trustees") hereby approve the form and substance of this Second Amendment to Master Deed and the Unit 2B Further Amended Floor Plans. Without any limitations, the Trustees

hereby authorize and approve pursuant to their powers under sections 7.1.1 and 12.1 of the Master Deed, the alterations and expansion of Unit 2B reflected in the Unit 2B Further Amended Floor Plans in all aspects. The Trustees ratify and confirm the Condominium and Master Deed in all respects and represent the amendment to be retroactive to the date of the Unit 2B 1993 Expansion.

4. **Approval by Unit Owners.** The undersigned Unit Owners, who own 100% of the undivided interests in the common areas and facilities and are all of the Unit Owners entitled to vote under the By-Laws, hereby approve the form and substance of this Second Amendment to Master Deed and the Unit 2B Further Amended Floor Plans. Without any limitations, the undersigned Unit Owners hereby authorize and approve pursuant to their rights to amend in the Master Deed, the alterations and expansion of Unit 2B reflected in the Unit 2B Further Amended Floor Plans in all aspects. The Unit Owners ratify and confirm the Condominium and Master Deed in all respects and represent the amendment to be retroactive to the date of the Unit 2B 1993 Expansion.
5. **Prior Condominium Assessments.** The current and future Unit Owners of Unit 2B shall not be liable for any assessment or charge that might otherwise have been due as a result of the Unit 2B 1993 Expansion for any period prior to the date of the recording of this

Second Amendment to the Master Deed and the Trustee of Condominium agree that any and all assessments and charges for Unit 2B through and including calendar year 2016 shall be made without regard to the Unit 2B 1993 Expansion. .

6. **Extent of Amendment.** Except as specifically modified by this Second Amendment to the Master Deed and the Unit 2B Further Amended Floor Plans, the Master Deed and the floor plans for the Condominium shall remain in full force and effect.
7. **Certification.** The undersigned certify that:
 - a. (i) 17 Downing Pittsfield, LLC, a Massachusetts limited liability company is the owner of Units 1A and 1B; (ii) 17 Downing Three Nominee Trust, a Massachusetts nominee trust is the owner of Units 1C and 2B; (iii) Downing, LLC, a Massachusetts limited liability company is the owner of Unit 2A; and (iv) Magnova Realty Company, Inc., a Massachusetts corporation is the owner of Unit 2C.
 - b. The undersigned represent all the Unit Owners entitled to vote under the By-laws and 100% of the holders of undivided interests in the common areas and facilities.
 - c. Each person executing and delivering this Amendment on behalf of a Unit Owner has full power and authority to do so.


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Executed under seal to be effective this 27th day of February, 2015.

17 Downing Pittsfield, LLC

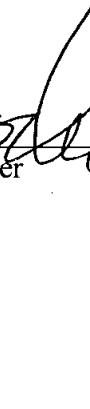

By, Donna L. Rochelo, Manager

17 Downing Three Nominee Trust


By, Donald R. Rochelo, Co-Trustee and not Individually


Donna L. Rochelo, Co-Trustee and not Individually

Magnova Realty Company, Inc.


By, Ivan Garshelis, President

Downing, LLC


By, Ronald W. Carver, Manager


By, Marvin Cohen, Treasurer

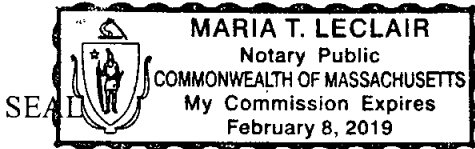
ADD TRUSTEE SIGNATURES

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

March
~~February~~ 5, 2015

On this day before me, the undersigned notary public, personally appeared DONALD R. ROCHELO and DONNA L. ROCHELO, Trustees of the 17 Downing Three Nominee Trust, and proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily as Trustees of the 17 Downing Three Nominee Trust for its stated purpose.



Maria T. Leclair
Notary Public

My Commission

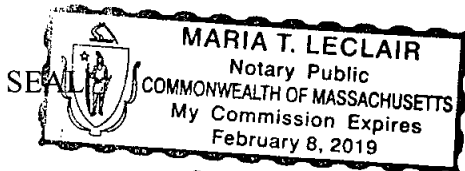
Expires: 2-8-2019

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

March
~~February~~ 5, 2015

On this day before me, the undersigned notary public, personally appeared DONNA L. ROCHELO, Manager of 17 Downing, LLC and proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily as Manager of 17 Downing, LLC for its stated purpose.



Maria T. Leclair
Notary Public

My Commission

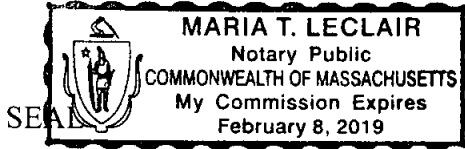
Expires: 2-8-2019

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

March ~~February~~ 5, 2015

On this day before me, the undersigned notary public, personally appeared RONALD W. CARVER, Manager of Downing, LLC and proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as Manager of Downing, LLC for its stated purpose.



Maria T. Leclair
Notary Public

My Commission

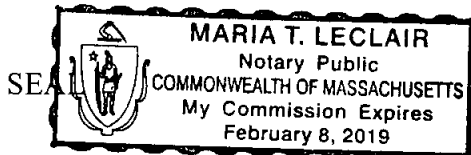
Expires: 2-8-2019

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

March ~~February~~ 4, 2015

On this day before me, the undersigned notary public, personally appeared IVAN GARSHELIS, President of Magnova Realty Company, Inc. and proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as President of Magnova Realty Company, Inc for its stated purpose.



Maria T. Leclair
Notary Public

My Commission

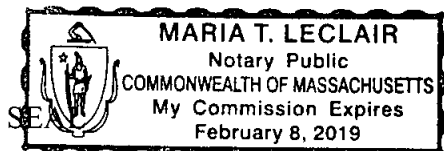
Expires: 2-8-2019

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

~~February~~ ^{March} 3, 2015

On this day before me, the undersigned notary public, personally appeared MARVIN COHEN, Treasurer of Magnova Realty Company, Inc. and proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as Treasurer of Magnova Realty Company, Inc for its stated purpose.



Maria T. Leclair
Notary Public

My Commission

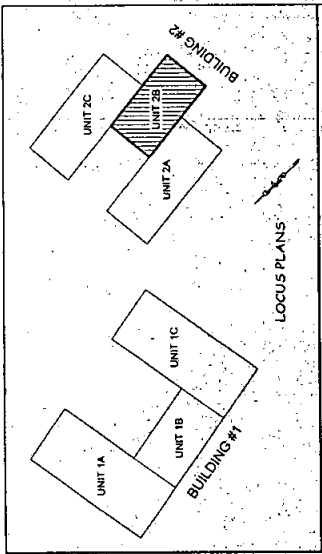
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Exhibit B

DESCRIPTIVE SCHEDULE OF CONDOMINIUM UNITS

(A) UNIT DESIGNATION	(B) LOCATION	(C) APPROXIMATE AREA (SQ. FT.)	(D) IMMEDIATE COMMON AREAS TO WHICH UNIT HAS ACCESS	(E) PERCENTAGE INTEREST IN COMMON ELEMENTS
1-A	Building 1	1 st floor 10,950 2 nd floor <u>2,200</u> Total 13,150	Exterior of Building 1	18.15%
1-B	Building 1	1 st floor 5,905 2 nd floor <u>5,615</u> Total 11,520	Exterior of Building 1	15.91%
1-C	Building 1	1 st floor 10,950 2 nd floor <u>2,130</u> Total 13,080	Exterior of Building 1	18.06%
2-A	Building 2	1 st floor 8,180 2 nd floor <u>2,225</u> Total 10,405	Exterior of Building 2	14.36%
2-B	Building 2	1 st floor 6,425 2 nd floor 6,125 Total 12,550	Exterior of Building 2	17.33%
2-C	Building 2	1 st floor 8,180 2 nd floor <u>3,550</u> Total 11,730	Exterior of Building 2	16.19%

Note: The percentage interests in column (E) are subject to change as set forth in this Master Deed. When changes in the approximate area of particular Units result in changes in such percentage interests as set forth in this Master Deed, the correct percentage interest of Units then included in the Condominium will be set forth in the Amendment to Master Deed reflecting such changes in the approximate area of particular Units.



UNIT 2B: FLOOR AREA
FIRST FLOOR 6,425± S.F.
SECOND FLOOR 6,125± S.F.
TOTAL FLOOR AREA 12,550± S.F.

The undersigned hereby certifies that this plan has been prepared in conformity with the rules and regulations of the Registry of Deeds of the Commonwealth of Massachusetts.

Matthew P. P...
Professional Engineer

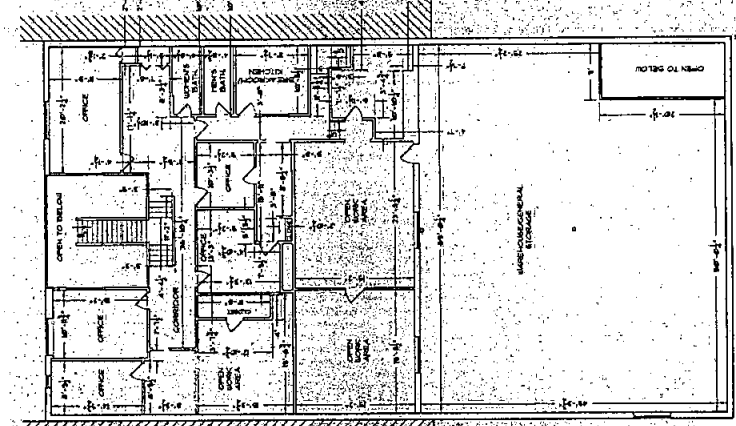
I Certify that this plan has been prepared in conformity with the rules and regulations of the Registry of Deeds of the Commonwealth of Massachusetts.

Matthew P. P...
Professional Engineer

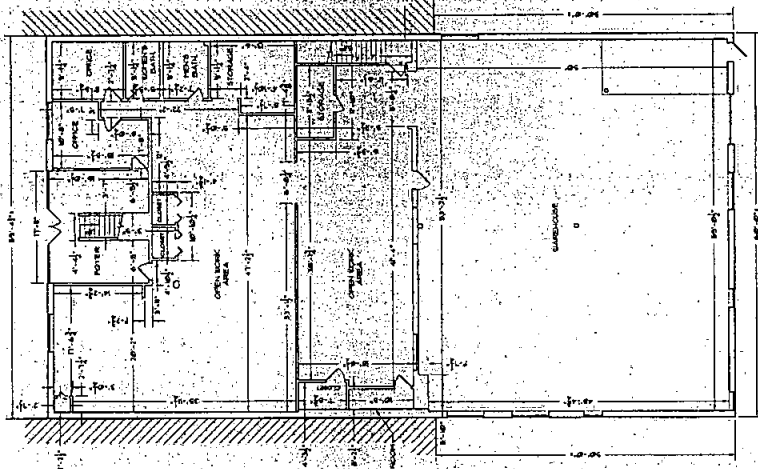
CONDOMINIUM AS-BUILT FLOOR PLANS
FOR
17 DOWNING THREE - UNIT 2B
PITTSFIELD, MA

PREPARED FOR
STRAIGHT TALK INVESTMENTS, LLC
PITTSFIELD, MASSACHUSETTS
MARCH 12, 2015
SCALE AS NOTED

DESIGNED BY
Design Group, Inc.
Civil Engineers • Surveyors • Geotechnical
REGISTERED PROFESSIONAL ENGINEERS



SECOND FLOOR PLAN
SCALE 1/8" = 1'-0"
SECOND FLOOR AREA
6,125± S.F.



FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"
FIRST FLOOR AREA
6,425± S.F.