

**AMENDMENT TO THE MASTER DEED OF THE
KIMBALL TOWERS COMMERCIAL CONDOMINIUM**

This amendment to the Master Deed of the Kimball Towers Commercial Condominium is made this 31 day of December, 2025, by the duly authorized Board of Managers of the Kimball Towers Commercial Condominium Association and signed by the owners of Condominium units entitled to one hundred percent (100%) of the undivided interest in the Condominium common areas and facilities.

WHEREAS, the Kimball Towers Commercial Condominium is a condominium located in Springfield, Massachusetts, and established by a Master Deed and By-Laws, which documents are recorded with the Hampden County Registry of Deeds at Book 5944, Page 540 and Book 5944, Page 561, respectively, as amended;

WHEREAS, the Condominium presently consists of Units C1, C3, C6, and C9, as set forth in the Master Deed, as amended by the first amendment recorded with said Registry of Deeds at Book 6035, Page 322;

WHEREAS, the Board of Managers and all of the current Unit Owners wish to subdivide and reconfigure Units C3 and C6, to create new units - designated B1 through B7 - with corresponding adjustments to ownership interests in the common areas and facilities, as shown on the updated floor plans to be recorded herewith and attached Exhibit A;

NOW THEREFORE, pursuant to the power and authority set forth under the Master Deed and every other power in the Condominium documents and at law, the Master Deed is hereby amended as follows:

1. SUBDIVISION OF EXISTING UNITS AND CREATION OF NEW UNITS:

Units C3 and C6 are hereby subdivided into seven separate commercial units, **Unit B1, Unit B2, Unit B3, Unit B4, Unit B5, Unit B6 and Unit B7**, all as shown on the new floor plan(s) recorded simultaneously herewith. All such units are located in a single building, previously identified in the Master Deed, which is constructed principally of steel and concrete with tar and gravel roof. The interior members of the Building are built of wood and metal with lathe and plaster or gypsum board walls. The layout, location and description of the dimensions of **Unit B1, Unit B2, Unit B3, Unit B4, Unit B5, Unit B6 and Unit B7** are shown on the plan(s) recorded herewith.

2. DESCRIPTION OF UNITS AND BOUNDARIES:

The designation of the new units, **Unit B1, Unit B2, Unit B3, Unit B4, Unit B5, Unit B6 and Unit B7**, of the Condominium and a statement of each unit's locations, approximate area, and immediate common area to which it has access are set forth on the updated Exhibit "I" to the Master Deed, attached hereto and made a part hereof by reference. The boundaries of said Units are similarly set forth in the Master Deed and shown on the plan(s) recorded herewith.

3. COMMON AREAS AND FACILITIES:

The Common Areas and Facilities of the Condominium, including the prior phase(s) comprise and consist of (a) the land described in the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the building, other than the units themselves, in prior phases and the improvements thereon, and (b) all of the same elements, features and facilities of the buildings and grounds which are described, defined, and referred to in the Master Deed as Common Areas and Facilities. As provided in said Master Deed, the Common Areas and Facilities shall be subject to the provisions of the By-Laws and Rules and Regulations of The Kimball Towers Commercial Condominium, as amended from time to time.

4. FLOOR PLANS OF UNIT B1, UNIT B2, UNIT B3, UNIT B4, UNIT B5, UNIT B6 AND UNIT B7:

A set of floor plans for Unit B1, Unit B2, Unit B3, Unit B4, Unit B5, Unit B6 and Unit B7 showing the layout, location, unit numbers and dimensions of the units, bearing the verified statement of an architect certifying that said plans fully and accurately depict the layout, location, unit numbers and dimensions of the units, as built, has been recorded simultaneously with this amendment.

5. PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES:

Upon the recording of this amendment to the Master Deed, Unit B1, Unit B2, Unit B3, Unit B4, Unit B5, Unit B6 and Unit B7 of the Condominium, together with the units in any prior phase(s) of the Condominium created to date, shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages herein specified as set forth on the updated Exhibit "I" to the Master Deed attached hereto and made a part hereof by reference.

6. PURPOSES OF UNITS; RESTRICTIONS ON USE OF UNITS:

All provisions set forth and incorporated in the Master Deed and By-Laws, as well as the Rules and Regulations of the Condominium, with respect to Purposes of Units and with respect to Restrictions on Use and Occupancy of units shall also apply to Unit B1, Unit B2, Unit B3, Unit B4, Unit B5, Unit B6 and Unit B7, as well as the previously created phase(s) of the Condominium. Notwithstanding any other provision in the Master Deed, By-Laws or Rules and Regulations to the contrary, each of Unit B1, Unit B2, Unit B3, Unit B4, Unit B5, Unit B6 and Unit B7, may be converted to residential use if the owner thereof, with the prior written permission of the Board of Managers, provided that such use is approved by the City of Springfield. In the event of any such conversion, the owner and the Board may adopt an amendment to this Master Deed to reflect such change; provided, however, that no such conversion or amendment shall alter the interest associated with the unit.

7. MASTER DEED INCORPORATED BY REFERENCE:

Unit B1, Unit B2, Unit B3, Unit B4, Unit B5, Unit B6 and Unit B7 shall be subject to the terms and provisions of the Master Deed, and the By-Laws of the Condominium, as they may be

amended from time to time, and any and all Rules and Regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of the Condominium shall remain in full force and effect and shall be applicable to, and shall govern, all units, and the owners thereof, and all Common Areas and Facilities, as well as any previously created phase(s) of the Condominium and the provisions of said Master Deed, are hereby incorporated by reference into this amendment and shall apply to **Unit B1, Unit B2, Unit B3, Unit B4, Unit B5, Unit B6 and Unit B7**, as well as all previously created phases as if they had been completely set forth herein.

All references in the Master Deed and its prior amendments to Units C3 and C6 shall hereafter be references to **Unit B1, Unit B2, Unit B3, Unit B4, Unit B5, Unit B6 and Unit B7** as set forth in this amendment. Any easements, rights, or obligations previously allocated to Units C3 and/or C6 are hereby allocated to the new **Unit B1, Unit B2, Unit B3, Unit B4, Unit B5, Unit B6 and Unit B7**, as appropriate.

8. *Except as expressly set forth herein, nothing in this amendment shall be construed as to alter the parties' respective rights or obligations under the Condominium documents or the Unit deed.*

9. *Any part of this amendment which is deemed unenforceable will be severed and it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total enforceability of such provisions shall not affect in any manner, the validity, enforceability or effect of the remainder of this amendment; and, in such event, all of the provisions of this amendment shall continue in full force and effect as if such invalid provision had never been included herein.*

10. *In all other respects, the Master Deed, as previously amended, is hereby ratified and affirmed.*

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

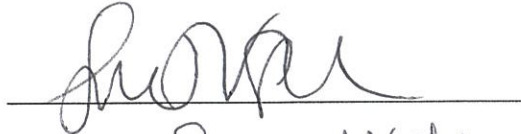
IN WITNESS WHEREOF the undersigned Board of Managers of the Kimball Towers Commercial Condominium Association, hereby state that they have received the signatures of all current Unit Owners, who are entitled to one hundred percent (100%) of the undivided interest in the Condominium common areas and facilities, and further state that no Unit Mortgagees have objected in writing to the amendment within the period set by M.G.L. c. 183A, Section 23.

Executed under seal as of the date first written above.

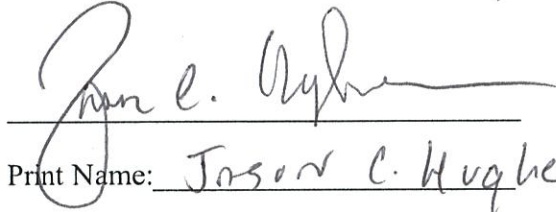
BOARD OF MANAGERS –
KIMBALL TOWERS COMMERCIAL CONDOMINIUM ASSOCIATION



Print Name: Stephen C. Daly



Print Name: Samuel Velazquez



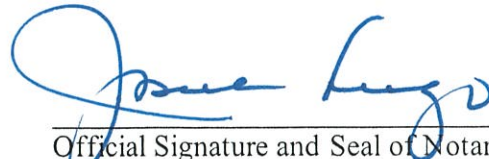
Print Name: Jason C. Hughes

COMMONWEALTH OF MASSACHUSETTS

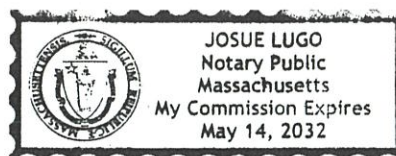
Hamden, ss.

12/31, 2025

On this 31 day of December, 2025, before me, the undersigned notary public, personally appeared Stephen Daly, proved to me through satisfactory evidence of identification, which was Driver Lic, to be a person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a duly authorized member of the Board of Managers of the Kimball Towers Commercial Condominium Association.



Official Signature and Seal of Notary
My Commission Expires:



**AMENDMENT TO THE MASTER DEED OF THE
KIMBALL TOWERS COMMERCIAL CONDOMINIUM**

Copy as Needed

The undersigned, as owners of units at the Kimball Towers Commercial Condominium, hereby consent to the amendment to the Master Deed to subdivide and reconfigure Units C3 and C6, to create new units - designated B1 through B7 - with corresponding adjustments to ownership interests in the common areas and facilities.

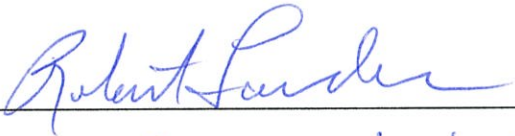
Signature/Name

Unit Number



C-1 C-9

Print Name: Robert S. Allen



C3-C6

Print Name: ROBERT Louder

**KIMBALL TOWERS COMMERCIAL CONDOMINIUM
AMENDED EXHIBIT I TO THE MASTER DEED**

Unit (Unit's square footage)	Unit's Location	Number of Rooms in Unit	Immediate Common Area to Which Unit has Access	Approximate Total Area of Unit (sq ft)	Proportionate Interest in Common Elements
B1	Mezzanine Level and First Floor of Kimball Towers Building			3,329 square feet	28%
B2	Mezzanine Level and First Floor of Kimball Towers Building			2,043 square feet	17%
B3	First Floor of Kimball Towers Building			1,191 square feet	10%
B4	First Floor of Kimball Towers Building			2,788 square feet	5%
B5	First Floor of Kimball Towers Building			2,438 square feet	6%
B6	First Floor of Kimball Towers Building			618 square feet	5%
B7	Mezzanine Level of Kimball Towers Building			1,035 square feet	8%
C1	Ground Floor of Kimball Towers Building	2	None in Kimball Towers Commercial Condominium, but Unit has access to ground floor lobby areas of Kimball Towers Residential Condominium with access to Bridge Street, Davis Court and Hillman Street	16,850 square feet	18%

C9	Part Located in Ground Floor of Kimball Towers Building; Part Consists of Land Lot at Corner of Bridge Street and Dwight Street	1*	As to Part Located in Ground Floor of Kimball Towers Building: Access to Ground Floor Lobby Areas of Kimball Towers Residential Condominium with Access Easement Over Same As to Lot Portion: Not Immediately Accessible to Common Area	277 square feet in portion in Building and 7,371 square feet in Lot portion	3%
----	---	----	--	---	----

* Land lot not considered a room for this purpose although part of said Unit C9.