

**CONTRACT FOR PAYMENT IN LIEU OF TAXES
ENTERED INTO BY AND AMONG THE CITY OF BOSTON,
BOSTON REDEVELOPMENT AUTHORITY, AND 95 BERKELEY OTR LLC**

This Contract for a Payment in Lieu of Taxes Agreement (this “PILOT Agreement” or this “Agreement”) is executed and made effective as of July 1, 2026 (the “Effective Date”), by and among the **CITY OF BOSTON**, acting by and through its Assessing Department, (the “City”), the **BOSTON REDEVELOPMENT AUTHORITY**, a body politic and corporate created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, (the “BRA”), and **95 BERKELEY OTR LLC** a Massachusetts Limited Liability Company, having an address of 95 Berkeley Street, Boston, Massachusetts, 02116 (the “Owner”).

RECITALS

WHEREAS, on October 12, 2023 the BRA Board of Directors authorized a “Downtown Office to Residential Conversion Incentive Pilot Program” (the “Program”) and on July 18, 2024 the BRA Board of Directors authorized the extension of the Program as further defined in the Board Memorandums (collectively the “Office Conversion Program Memos”), attached as Exhibit B-1 and Exhibit B-2 respectively.

WHEREAS, based on current and projected trends in the commercial real estate market and the lack of housing stock in the Downtown Boston area, the BRA is seeking to provide tax abatement under this Agreement in order to incentivize property owners of Class B and C office space to consider converting existing office space to multi-family residential housing.

WHEREAS, the Owner is the owner of that certain parcel of land with the buildings and improvements thereon known and numbered as 95 Berkeley Street, Boston, Massachusetts, as more particularly described in a deed to the Owner dated September 2, 2025 and recorded with the Suffolk County Registry of Deeds at Book 71836, Page 108 (the “Project Site”).

WHEREAS, the Owner desires to convert the office building located on Project Site into multi-family residential rental apartment housing (the “Residential Component”) with first-floor office and retail space (the “Commercial Component”) (the Residential Component and the Commercial Component may be referred to collectively as the “Project”) in accordance with the Program and that certain BPDA Project Approval Memo (the “BPDA Project Approval Memo”) attached hereto and incorporated herein as Exhibit C;

WHEREAS, acting pursuant to and in accordance with Chapter 121B of the Massachusetts General Laws, and pursuant to an authorizing vote by the BRA on **November 13, 2025**, and to be recorded with the Suffolk Registry of Deeds as the same may be hereafter amended, the Owner will execute a Quitclaim Deed (the “Deed”) conveying to the BRA a limited, temporary real property interest (the “Temporary Interest”) in the Project Site as described in Exhibit A to such Deed (the “Pilot Parcel”), attached and incorporated hereto as Exhibit D, subject to and specifically excluding certain matters as set forth therein.

WHEREAS, the BRA has accepted the Deed conveying the Temporary Interest in the Pilot Parcel, so as to stabilize the taxes due and owing for the Pilot Parcel, to enable the Owner

remedy a blighted and decadent area, as defined by the BRA's Demonstration Project Plan Area approved by the Office Conversion Board Memo.

WHEREAS, the Owner, the City and the BRA agree that during the Term (as hereinafter defined), the Pilot Parcel will be exempt from taxation in accordance with the provisions of M.G.L. c. 121B § 16 and M.G.L. c. 59; however, in lieu thereof and in accordance with the terms set forth herein, including the satisfaction of certain obligations of the Owner as set forth herein, the Owner shall make PILOT Payments (as hereinafter defined) as set forth in further detail herein.

WHEREAS, as set forth in greater detail below, the Owner and the City have agreed to an abatement equal to an amount no greater than a Seventy-Five percent (75%) reduction in the taxes which would otherwise be owed on the Residential Component (as hereinafter defined) of the Pilot Parcel but for the existence of this Agreement, averaged over the Term (defined below).

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the City, the BRA and the Owner hereby agree as follows:

1. Payment In Lieu of Taxes:

- a. Notwithstanding the provisions of M.G.L. c. 59, during the Term, as defined in this PILOT Agreement, in lieu of real estate taxes with respect to the Pilot Parcel which would otherwise be assessed and payable under M.G.L. c. 59, the Owner shall make PILOT Payments, as set forth in Section 3 below, pursuant to the provisions of M.G.L. c. 121B, § 16 and the terms and conditions of this Agreement.
- b. An installment of the PILOT Payment shall be made by Owner on each of November 1st and May 1st (the "Payment Dates") of each Fiscal Year (as hereinafter defined) during the Term. The first installment shall be an estimate based on fifty percent (50%) of the PILOT Payment in the previous Fiscal Year. The second installment shall be the full PILOT Payment for the said Fiscal Year minus any sum paid for the first installment.
- c. PILOT Payments shall be made directly to the City's Collector-Treasurer.
- d. Owner's failure to pay in full each PILOT Payment installment on or before the Payment Date shall result in Owner being liable for interest, fines, penalties and related costs, including legal costs and disbursements, in accordance with M.G.L. c. 60, as amended from time to time.

- 2. Term:** This PILOT Agreement is effective on the Effective Date and will provide no more than Twenty-Nine (29) years of tax abatement consistent with the provisions of Section 1 of this Agreement. This PILOT Agreement shall terminate no later than July 1, 2055 (the "Expiration Date"); the period of time from the Effective Date to the Expiration Date shall be the "Term". Upon the expiration of the Term, the Pilot Parcel, which includes the Pilot Parcel, will be fully assessed and taxable to the Owner in accordance with M.G.L. c. 59, the Temporary Interest as described in the Deed shall likewise terminate and title shall revert to the Owner or its successor

in interest, and the Owner, or its successor in interest, may record with the Suffolk County Registry of Deeds an affidavit executed under the pains and penalties of perjury confirming the occurrence of the Termination Date and the termination of the rights grants in the Deed, consistent with those terms in the Deed as attached in Exhibit D.

3. PILOT Payments: The “PILOT Payment” shall be comprised of two components, the Residential Component and the Commercial Component. The Residential Component shall be an amount equal to: (i) that amount which equals the tax payment which would otherwise be due, using the residential tax rate, to the City for the property taxes which would have been assessed against the residential portion of the Pilot Parcel had this PILOT Agreement never been in force and effect and had the BRA never acquired the Temporary Interest in the Pilot Parcel; less (ii) the Applicable Reduction Amount (as herein defined). As used herein, the phrase “Applicable Reduction Amount” shall mean the percentage, for the relevant Fiscal Year, as shown in Exhibit A of this Agreement. The Owner shall pay the property taxes for the Commercial Component which would have otherwise been assessed, using the commercial tax rate, to the City had the BRA never acquired the Temporary Interest in the Pilot Parcel.

The assessed values for the PILOT Payment for each Fiscal Year during the Term shall be calculated by the City in accordance with M.G.L. 59, in the same manner as taxable assessed values are derived. Upon determination of the assessed value of the Project Site for each Fiscal Year during the Term, the City shall notify the Owner thereof (the “Payment Amount Notice”).

4. Collection and Enforcement: In addition to the City’s rights under Sections 1, 7 and 8 of this PILOT Agreement, the City shall have the right to sue the Owner for breach of contract if the PILOT Payments and Gap Payment (defined below) and any interest and costs assessed are not paid as agreed following any applicable notice and cure period set forth in this Agreement. In consideration of the agreement by the Owner to such collection remedies, the City agrees that (i) the BRA shall have no liability whatsoever for any PILOT Payments hereunder, and (ii) there shall be no other recourse against, or any personal liability on the part of any of Owner’s general or limited partner, member, manager, officer, director, employee or agent thereof with respect to any payments due or any obligations to be performed hereunder.

5. Amendments /Modifications: The Owner, the City and the BRA agree that any amendment subsequent to the mutual execution and delivery of this PILOT Agreement that affects any term or conditions of this PILOT Agreement shall have no effect unless it is in writing and signed by duly authorized representatives of all parties hereto.

6. Default by Owner:

- a. Default on PILOT Payment: If the Owner defaults in its obligation to make a PILOT Payment as required by this PILOT Agreement, the City shall have the right to terminate this PILOT Agreement upon thirty (30) days’ notice to Owner and the failure of Owner to have cured such default within such thirty (30) day period.
- b. Default by Non-Compliance with Program Requirements: This Agreement is conditioned on the Project adhering to the following requirements of the Program.

If the Owner defaults in its obligation to adhere to the requirements of the Program as required by this PILOT Agreement, the City shall have the right to terminate this PILOT Agreement upon thirty (30) days' notice to Owner and the failure of Owner to have cured such default within such thirty (30) day period. The Owner shall comply with the following provisions or such non-compliance shall result in default under this Agreement:

- i. Compliance with the City of Boston's Inclusionary Zoning (the "IZ") will be met with the Owner providing fifteen IZ units, comprised of five studio units, nine one bedroom units and one two bedroom unit, available only to households earning no more than 60% of the Area Median Income, and four IZ Voucher Unit, comprised of three studio units and one one-bedroom unit, as further defined in Exhibit C.
 - ii. Owner must comply with all requirements as determined through proper review with Boston's Inspectional Services Department ("ISD") and with all project Mitigation and Community benefits, as further defined in Exhibit C.
- c. Project Transitions to Homeownership: This Agreement may not be transferred or assigned to a Homeowner's Association, individual property owners in a condo regime, or similar structure. Any such transfer or assignment shall constitute a default by the Owner and the City or the BRA may terminate this Agreement.

7. **Effect of Default**: In the event of default and in the event the City exercises the right to terminate this PILOT Agreement following any applicable notice and cure period, then, from and after such termination, the Pilot Parcel shall be assessed pursuant to M.G.L. c. 59, and the Owner hereof shall be liable for taxes that accrued or would have accrued from and after such default but for the existence of this PILOT Agreement, the Temporary Interest in the Pilot Parcel in accordance with the Deed shall likewise terminate and title shall revert to the Owner or its successor in interest, and the Owner, or its successor in interest, may record with the Suffolk County Registry of Deeds an affidavit executed under the pains and penalties of perjury confirming the occurrence of the Termination Date and the termination of the rights grants in the Deed, consistent with those terms in the Deed as attached in Exhibit D.

8. **Termination: Failure to Commence/Diligently Pursue Construction**: The Owner shall obtain a Certification of Compliance from the BRA certifying the Owner's completion of requirements pursuant to Article 80 of the Boston Zoning Code, obtain a building permit from the City of Boston's Inspectional Services Department ("ISD"), and commence construction on the Pilot Parcel no later than **September 1, 2026**. Upon commencement of construction and subject to delays due to Force Majeure Events, as defined in Section 15(c) this Agreement, the Owner shall diligently and continuously prosecute construction to completion and the Owner shall obtain a Certificate of Occupancy from ISD (the "Certificate of Occupancy") no later than eighteen (18) Months from the date a building permit was issued from ISD for the Owner's 95 Berkeley Street Project on the Pilot Parcel. In the discretion of the City and/or the BRA, an extension to obtain the Certificate of Occupancy may be granted for an additional three (3) months, not to be unreasonably withheld. If, at any point prior to issuance of the Certificate of

Occupancy, the Owner is found, in the reasonable discretion of the BRA or the City, to not be diligently pursuing construction, then the BRA or the City may terminate this Agreement pursuant to the terms of this Section, subject to delays due to Force Majeure Events.

Notwithstanding any provision to the contrary in this Agreement, the Owner shall not be obligated under this Agreement to commence, continue or complete the Project, but should the Owner not obtain a building permit and commence construction, prior to **September 1, 2026**, subject to delays due to Force Majeure Events, the BRA or the City may terminate this Agreement.

Upon termination of this Agreement pursuant to this Section, the Owner shall owe to the City the total property taxes that would have been assessed under M.G.L. c. 59 against the Pilot Parcel, had this PILOT Agreement not been in full force and effect less the amount of any PILOT Payments made by the Owner during such period, the Pilot Parcel will be fully assessed and taxable to the Owner in accordance with M.G.L. c. 59, the Temporary Interest as described in the Deed shall terminate and title shall revert to the Owner or its successor in interest, and the Owner, or its successor in interest, may record with the Suffolk County Registry of Deeds an affidavit executed under the pains and penalties of perjury confirming the occurrence of the Termination Date and the termination of the rights grants in the Deed, consistent with those terms in the Deed as attached in Exhibit D.

9. Gap Payment: The Owner agrees that upon the termination of this PILOT Agreement, the Owner shall pay, or cause to be paid, a gap payment (the “Gap Payment”) to cover the time period between the termination date and the date on which the Pilot Parcel becomes taxable pursuant to M.G.L. c. 59 (the “Gap Period”). The Gap Payment shall be equal to the M.G.L. c. 59 property taxes, which would otherwise be due to the City for the property taxes which would have been assessed against the Pilot Parcel during the Gap Period had this PILOT Agreement never been in force and effect. The Gap Payment shall be paid within six (6) months following the month in which this Pilot Agreement terminates. The provisions of this Section 9 shall survive the termination of this Pilot Agreement.

10. Notice: Any notice or other communication required or permitted under this Pilot Agreement shall be in writing and shall be deemed given when sent, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by a recognized overnight delivery service, addressed as follows:

If to the City:

City of Boston Assessing Department
City Hall, Room 301
Boston, MA 02201-1007
Attention: Commissioner of Assessing

with a copy to

City of Boston Office of Corporation Counsel
City Hall, Room 615
Boston, MA 02201-1007
Attention: Corporation Counsel

If to the BRA: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attention: Director

with a copy to

Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attention: General Counsel

If to the Owner: 95 Berkeley OTR LLC
60 Madison, Suite 1026
New York, NY 10010
Attention: Nico Moinian

or to such other address as the addressee shall have indicated by prior notice to the other parties. Notice under this PILOT Agreement may be waived in writing prospectively or retroactively by the person entitled to the notice. Notice from counsel to a party shall be effective notice.

11. Successors/Assigns:

- a. Assignment: This PILOT Agreement may be assigned or transferred during the Term of this PILOT Agreement only with prior approval of the City and the BRA, not to be unreasonably withheld, and pursuant to the terms of a Bona Fide Sale/Transfer as defined below.
- b. Approval. Prior to the consummation of any Bona Fide Sale/Transfer of the Project Site, during the Term, the Owner shall provide the City and the BRA information on the Owner's total development costs, transaction costs, and the terms of the Sale/Transfer of the Project Site and, if requested by the City or by the BRA, the Owner agrees to provide supporting documentation reasonably satisfactory to the City and to the BRA of such total development costs, transaction costs, and terms of the Sale/Transfer.
- c. Sale/Transfer by Current Owner. Notwithstanding anything to the contrary in this Agreement, the City and the BRA agree to approve said Sale/Transfer by the current Owner upon said current Owner's having agreed to make said payment in accordance with the terms and conditions as set forth above, and upon the City's and the BRA's reasonable determination, which shall not be unduly conditioned or delayed, that the Owner has satisfied the following conditions: (i) if such Sale/Transfer occurs before the receipt of a Certificate of Occupancy for the Project, the Owner has demonstrated that the proposed Transferee has the economic resources, including equity or financing commitments or other

resources to complete the Project; (ii) the Transferee assumes in writing all of the obligations hereunder; (iii) the Transferee has provided the BRA with a form of Disclosure of Beneficial Interests in form and substance similar to that on file from the Owner reasonably acceptable to the BRA; (iv) the Transferee meets the requisite Office of Foreign Asset Control disclosure requirement; and (v) the Transferee, including its principals, is not in default of any City of Boston real estate tax obligations or is not in default of any City of Boston Fair Housing practices.

- d. Financing Transactions. In any and all events, the Owner, its Affiliates, successors and assigns, shall be permitted under this Agreement to obtain one or more loans, debts, contributions, which for the avoidance of doubt shall include the ability to obtain historical tax credits, or other financings related to the Project and/or the Project Site, secured by one or more mortgages or other instruments creating a security interest in all or any portion of the Owner's interest in the Project Site, so long as such instrument creating an interest does not effectuate a change in Control, including the Owner's interest in the Pilot Parcel, subject to the Deed and the BRA's Temporary Interest in the Pilot Parcel (each, a "Financing Transaction"), provided that said Financing Transaction is by an unrelated third party not affiliated with the Owner who qualifies as an institutional lender. No Financing Transaction, nor any foreclosure, deed in lieu of foreclosure or any subsequent sale by a foreclosing lender (or its affiliate) thereof, shall be considered a Sale/Transfer under the terms of this Agreement.
- e. Transfer to an Affiliate. Any transfer of the Project Site and an assignment of this Agreement to an Affiliate or Affiliated Entity of the Owner shall be effective upon the filing of written notice of such transfer with the BRA and with the City, such notice to include a disclosure of those having beneficial interests in the Affiliate or Affiliated Entity in form and substance reasonably satisfactory to the BRA.
- f. Benefits and Burdens. The Owner's successor or assign shall be subject to the burdens and receive the benefits of M.G.L. c. 121B, § 16 and this PILOT Agreement. The successors or assigns shall derive the benefits only for the remainder of the Term of this PILOT Agreement.
- g. Notice. The Owner, which term may include said successors and assigns as detailed above, shall have the burden of notifying the BRA and the City of the intended Sale/Transfer.

12. Counterparts: This PILOT Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

13. Governing Law: Notwithstanding anything herein to the contrary, this PILOT Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any suit, claim or action shall be brought in Suffolk County.

14. Severability: If any provision of this PILOT Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this PILOT Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. The City reserves the right to assess the Owner's real property pursuant to M.G.L. c. 59, as amended, if the provision held to be invalid or unenforceable relates to a PILOT Payment, and the Owner shall retain the ability to contest the taxes as so assessed pursuant to the terms of M.G.L. c. 59, as amended, and the event of such invalidity or unenforceability, the Owner may terminate this Agreement by written notice thereof to the City and the BRA, and upon such termination this Agreement and the grant of the Temporary Interest of the Pilot Parcel shall terminate and title shall revert to the Owner or its successor in interest.

15. Definitions: Terms defined elsewhere in this PILOT Agreement shall have the meanings ascribed to them. In addition, the terms defined below shall have the meaning ascribed to them wherever such terms shall appear in this PILOT Agreement, unless the context requires otherwise.

- a. Fiscal Year: shall mean the twelve (12) month period from July 1 to June 30.
- b. Sale/Transfer: and its correlates "sale" and "transfer" as used in this Agreement shall mean: any sale, transfer or assignment including, without limitation, sales, assignments and transfers by operation of law, by merger, or consolidation, or otherwise, including (i) a change in beneficial interests in the Owner, which results in a change of Control (as defined below) in the Owner; (ii) the sale or transfer of all or substantially all of the assets of the Owner in one or more transactions into one or more entities that is not an Affiliate or Affiliated Entity (as defined below), other than a transfer to a lender in exercise of its remedies; and (iii) the merger or consolidation of the Owner, into or with another entity that is not an Affiliated Entity; provided that none of the following shall be deemed to be a "Sale/Transfer", "sale" or "transfer" as such terms are used in this Agreement nor require the approval of the BRA or the City: (1) a foreclosure or deed in lieu of foreclosure and any subsequent sale by a foreclosing lender (or its affiliate) to a third party that is not an Affiliate of the Owner; (2) any sale, transfer or assignment to an Affiliate of the Owner; (3) any financing of all or any portion of the Owner's interest in the Project Site provided by a third party that is not an Affiliate of the Owner; (4) transfers of direct or indirect interests in the Owner to an Affiliated Entity of such Owner; and (5) in the case of a publicly traded company, transfers shall not include transfer of shares through a stock exchange.
- c. Affiliate or Affiliated Entity: shall mean: (1) any real estate investment fund, limited partnership, Limited Liability Company or other form of real estate investment vehicle Controlled by the Owner and/or (2) any entity which directly or indirectly Controls, is under the Control of, or is under common Control with, the Owner.
- d. Control: shall mean: when used with respect to any entity, the power to direct the management and policies of such entity, directly or indirectly, whether through the

ownership of voting securities or other beneficial interest, by contract, or otherwise (and the terms “Control,” “Controls,” “Controlling” and “Controlled” shall have the meanings correlative to the foregoing).

- e. Bona Fide Sale/Transfer: shall mean: an arm’s length Sale/Transfer by Owner and an unrelated or unaffiliated party whereby all or a portion of the Project Site is sold for consideration based on fair market value.
- f. Gross Sale Proceeds: shall mean the amount determined by the product of (i) the gross consideration actually paid to the Owner for the Sale/Transfer of all or the applicable portion of or interest in the Project Site per usable square foot subject to an applicable Sale/Transfer, and (ii) the usable square footage of all or the applicable portion of the residential component(s) of the Project Site subject to such Sale/Transfer.
- g. Force Majeure Event: shall mean:
 - i. A delay which results from any of (a) the City’s or the BRA’s failure to perform their respective obligations under this Agreement, or the negligence or willful misconduct of the City or the BRA or of its employees, agents, or others for whom either the City or the BRA is legally responsible; (b) acts of God, fire or other casualty, war, terrorist acts, public disturbance and/or strikes or other labor disturbances not attributable to the failure of the Owner to perform its obligations under any applicable labor contract or law and directly and adversely affecting the Owner, unusual or extraordinary weather events, general unavailability of labor or materials affecting the construction industry in the greater Boston area; or (c) other causes beyond the Owner’s reasonable control including epidemics, pandemics and pandemic-related or other public health emergency or governmental regulations relating to same, such as government-ordered shutdowns, distancing requirements, and supply-chain disruptions which prevent or materially adversely affect the ability to perform in a timely manner. The following shall, in no event, be deemed to be Force Majeure Events: inability to obtain financing; Owner’s financial condition; inability to obtain Approvals; delays due to soil conditions which are known or foreseeable with the exercise of reasonable diligence; or delays of, or changes in, or cancellation of construction of roadways, transportation infrastructure and related improvements. Owner agrees to use commercially reasonable efforts to minimize the delay and other adverse effects of any Force Majeure Event.
 - ii. Notice of Force Majeure Event. Owner shall provide prompt written notice in accordance with the notice provisions of this Agreement of any Force Majeure Event causing delay after Owner first becomes aware of such condition or event. Owner shall keep the City and the BRA

reasonably informed of any development pertaining to such Force Majeure Event.

16. Headings: The headings and captions of the paragraphs and sections of this PILOT Agreement are not to be considered a part of it and shall not be used to interpret, define, or limit the provisions hereof.

17. Termination of Temporary Interest: At any time from and after the expiration of the Term or earlier termination of this Agreement (a "Termination"), the Owner may record with the Suffolk Registry of Deeds an affidavit executed under the pains and penalties of perjury confirming the Termination and the termination of the rights granted to the BRA under the Deed, without the necessity of any action by the BRA or the City. Upon the recording of such an affidavit, the interest of the BRA in the Project Site shall be confirmed as having automatically terminated, without the requirement for any payment of consideration to the BRA or the City by the Owner or any other party, and any and all interests conveyed to the BRA by the Order of Taking shall be confirmed as having reverted automatically to the Owner with no further action required. Such an affidavit shall be conclusive evidence of the facts stated therein in favor of any party holding an interest in the Project Site. As used herein, the term "Owner" shall mean the Owner and its successors and assigns as owner of the Project Site.

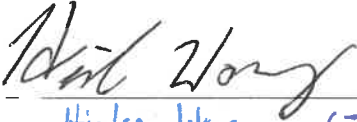
IN WITNESS WHEREOF, the CITY OF BOSTON has caused these presents to be signed in its name and behalf by Michelle Wu, Mayor, and ~~Nicholas Annunzio~~ ^{Helen Yoon}, Commissioner of Assessing, the BOSTON REDEVELOPMENT AUTHORITY has caused these presents to be signed in its name and behalf by Kairos Shen, its Director, and OWNER has caused these presents to be signed in its name and behalf by _____ hereunto duly authorized.

CITY OF BOSTON



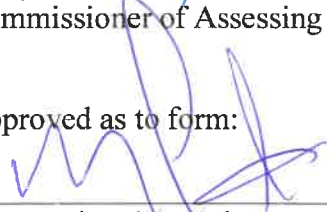
Michelle Wu, Mayor

CITY OF BOSTON ASSESSING
DEPARTMENT



^{Helen Wong (TSB)}
Commissioner of Assessing

Approved as to form:


Corporation Counsel

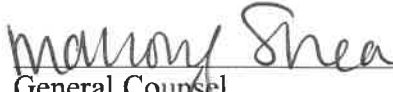
^{Michael Firestone TSB}

BOSTON REDEVELOPMENT
AUTHORITY



Kairos Shen
Director

Approved as to form:


General Counsel ^{file}

Lisa E. Herrington

OWNER:

95 Berkeley OTR LLC

By: 

Nico Monian

Its: Manager

EXHIBIT A

Schedule of Payments; Applicable Reduction Amount

Schedule of Payments per Fiscal Year

Fiscal Year (The City of Boston's Fiscal Year Begins on July 1)	Reduction Percentage
2027 (yr. 1)	100%
2028 (yr. 2)	100%
2029 (yr. 3)	100%
2030 (yr. 4)	75%
2031 (yr. 5)	75%
2032 (yr. 6)	75%
2033 (yr. 7)	75%
2034 (yr. 8)	75%
2035 (yr. 9)	75%
2036 (yr. 10)	75%
2037 (yr. 11)	75%
2038 (yr. 12)	75%
2039 (yr. 13)	75%
2040 (yr. 14)	75%
2041 (yr. 15)	75%
2042 (yr. 16)	75%
2043 (yr. 17)	75%
2044 (yr. 18)	75%
2045 (yr. 19)	75%
2046 (yr. 20)	75%
2047 (yr. 21)	75%
2048 (yr. 22)	75%

2049 (yr. 23)	75%
2050 (yr. 24)	75%
2051 (yr. 25)	75%
2052 (yr. 26)	75%
2053 (yr. 27)	75%
2054 (yr. 28)	50%
2055 (yr. 29)	25%
29 yr. Average	75%

EXHIBIT B

Office Conversion Program Memo

MEMORANDUM

October 12, 2023

TO: **BOSTON REDEVELOPMENT AUTHORITY**
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY
AND JAMES ARTHUR JEMISON II, DIRECTOR

FROM: PRATAAP PATROSE, SENIOR ADVISOR TO THE DIRECTOR
REUBEN KANTOR, SENIOR ADVISOR FOR STRATEGY AND OPERATIONS
JOHN WEIL, SENIOR PROJECT MANAGER FOR DOWNTOWN
CONVERSIONS

SUBJECT: REQUEST AUTHORIZATION (A) TO APPROVE THE DOWNTOWN OFFICE
TO RESIDENTIAL CONVERSION INCENTIVE PILOT PROGRAM AND (B) TO
ESTABLISH A DEMONSTRATION PROJECT PLAN AREA IN THE
DOWNTOWN AREA TO FACILITATE OFFICE TO RESIDENTIAL
CONVERSIONS.

SUMMARY: This Memorandum requests that the Boston Redevelopment Authority ("BRA"), d/b/a the Boston Planning & Development Agency ("BPDA") (i) approve the Downtown Residential Conversion Incentive Pilot Program and related procedures, and (ii) authorize a Demonstration Project Plan Area in the Downtown area to streamline the process and facilitate office to residential conversions.

Background

On July 10, 2023, Mayor Wu and the BPDA announced the proposed Downtown Residential Conversion Incentive Pilot Program (the "Residential Conversion Program") for downtown office buildings. The goal of the Residential Conversion Program is to encourage and support owners of underutilized commercial office building space in converting such office buildings to residential uses.

In October 2022, the City of Boston (the “City”) released “Revive and Reimagine: A Strategy to Revitalize Boston’s Downtown” (the “Report”), prepared with assistance from the Boston Consulting Group, among others. The Report showed that Downtown office space vacancy rates were at approximately twenty percent (20%), and office occupancy rates hovered at under thirty percent (30%). There has also been a decrease in foot traffic in the area. Meanwhile, the Report cited residential real estate as a “potential bright spot” for Downtown, with demand nearing pre-pandemic levels, and recommended that the City consider supporting the conversion of Class B and C office space into residential uses.

Following the release of the Report, Downtown neighborhood planners facilitated several conversations with developers to gather information on interest in residential conversions and possible pathways to achieve more housing Downtown. The BPDA also retained HR&A Advisors Inc. to produce a report on the feasibility of office conversion in Downtown and the Financial District. This research suggests that partnership from the City, in the form of tax abatement, could be a financially feasible path forward for private development to complete residential conversions due to the current high interest rates and construction costs.

Conversion to residential uses of downtown offices spaces is an important response to post-pandemic economic and workforce shifts that appear to be long lasting. The Residential Conversion Program recognizes the benefits to increasing economic activity in Downtown Boston by increasing residential property use and takes an active step toward providing new options to owners of high-vacancy office space. Moreover, the Residential Conversion Program is intended to incentivize the creation of much-needed residential units.

The Residential Conversion Program

The Residential Conversion Program will offer successful applicants who wish to convert an existing commercial office building within the Plan Area¹ (defined below) to a residential use an average abatement of up to seventy-five percent (75%) of

¹ Proposed residential conversions outside of the Plan Area will be considered on a case-by-case basis.

assessed residential value for up to twenty-nine (29) years. It will also include fast-tracked processes for both Article 80 (including, only one public meeting for Large Projects that do not require a ZBA approval, and assistance with approvals from other city departments) and permitting (with the assistance of the Ombudsperson). The program will require adherence to the new Inclusionary Zoning standards as approved by the BPDA Board in July 2023 and to the recently adopted state energy Stretch Energy Code. It is anticipated that the BPDA will begin accepting applications on October 16, 2023. Applicants to the Residential Conversion Program must commit to pulling a full building permit and starting construction by October 31, 2025.²

Demonstration Project Plan and PILOT Agreements

In order to effectuate the Residential Conversion Program, the BPDA will use its “demonstration plan” powers under M.G.L. Ch. 121B, section 46(f), which allow the BPDA to “develop, test and report methods and techniques and carry out demonstrations for the prevention and elimination of slums and urban blight.” The BPDA recommends establishing a Demonstration Project Plan Area as described in greater detail below (the “Plan Area”). Upon identification of viable and appropriate office-to-residential conversion projects within the Plan Area, the BPDA will seek Board authorization to (a) take a limited, temporary interest in the subject property, and (b) using its authority under M.G.L. 121B, section 16, negotiate and execute a contract for payment in lieu of taxes (“PILOT Agreement”) with the proponent and the City of Boston that will memorialize the tax abatement for the property.

The Plan Area, as shown on Exhibit A and attached hereto, encompasses the Downtown/Financial District, Chinatown, the Bulfinch Triangle Historic District, the Leather District, and the Fort Point Channel Historic District. In light of high office vacancy rates and the resulting reduction in foot traffic within the Plan Area, the BPDA believes that it is necessary to use its demonstration plan powers as set forth herein to prevent urban blight. Incentives for office to residential conversions anywhere in the city outside of the Plan Area will be considered on a case-by-case

² The Residential Conversion Program is intended to support the renovation and conversion of existing buildings, not demolition and new ground-up construction.

basis. Residential uses are considered as-of-right in most of the proposed geography.

Solely for purposes of carrying out the Residential Conversion Program for proposed projects located within the Plan Area, the BPDA recommends that the following procedures be adopted:

1. All Demonstration Project applications submitted under the Residential Conversion Program must include: (1) a full description of the proposed office to residential conversion, including, without limitation, intended program use, detailed program information, financial narrative, and other relevant information; (2) a property description; (3) a zoning analysis; and (4) any other information relevant to the proposed Demonstration Project that meet the goals of the Boston Downtown to Residential Conversion Incentive Program;
2. Upon submittal of a Demonstration Project application that meets the requirements set forth in the preceding paragraph, BPDA shall review the project for appropriateness to the goals of the program, project feasibility, and ability to meet timeline requirements prior to proceeding forward. Once it has been determined that the project is feasible and meets the program goals, the applicant and the BPDA will enter into a 121B agreement. Projects that trigger Large Project review will follow the Article 80 process, including a minimum of one public meeting;
3. Once a project has received permitting from ISD to begin construction, direct abutters will be notified by the proponent 30 days prior to commencement of construction.

RECOMMENDATION

BPDA staff recommends that the Boston Redevelopment Authority (i) authorize and approve the Downtown Residential Conversion Incentive Pilot Program, including the procedures for authorizing and approving future demonstration projects in

connection therewith, (ii) authorize the establishment of the Demonstration Project Plan Area, generally encompassing the following neighborhoods: Downtown, Financial District, Chinatown, Leather District, Bullfinch Triangle, and a portion of Fort Point Channel, as consistent with the materials presented in this memorandum.

Appropriate votes follow:

VOTED: That, in order to prevent blight and urban decay due to high office vacancy rates in the Downtown neighborhoods, the Boston Redevelopment Authority is authorized to adopt the Downtown Residential Conversion Incentive Pilot Program, including related procedures for implementing such program, as presented to the Board at its October 12, 2023 meeting;

VOTED: That, in order to prevent blight and urban decay due to high office vacancy rates in the Downtown neighborhoods, the Boston Redevelopment Authority is authorized to establish the Downtown Conversion Demonstration Project Plan Area as shown on Exhibit A attached hereto and presented to the Board at its October 12, 2023 meeting.

BOARD APPROVED

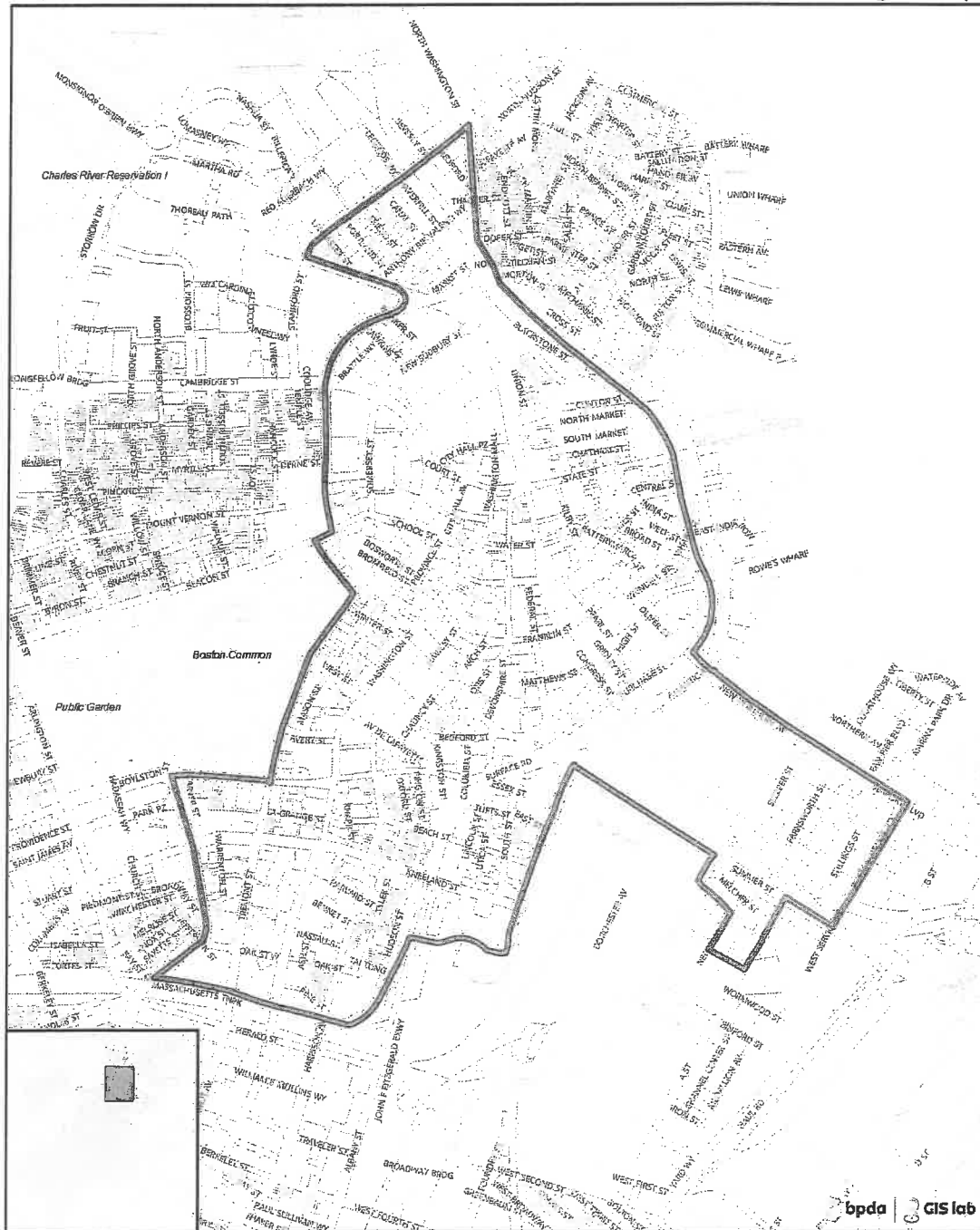
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Exhibit A

Downtown Conversion Demonstration Plan Area



1:12,200



MEMORANDUM**July 18, 2024**

TO: **BOSTON REDEVELOPMENT AUTHORITY**
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY
AND JAMES ARTHUR JEMISON II, DIRECTOR

FROM: PRATAAP PATRO SE, SENIOR ADVISOR TO THE DIRECTOR
REUBEN KANTOR, SENIOR ADVISOR FOR STRATEGY AND OPERATIONS
JOHN WEIL, SENIOR PROJECT MANAGER FOR DOWNTOWN
CONVERSIONS

SUBJECT: REQUEST AUTHORIZATION TO (I) EXTEND THE DOWNTOWN OFFICE TO
RESIDENTIAL CONVERSION INCENTIVE PILOT PROGRAM AND (II)
ADOPT THE DEMONSTRATION PROJECT POLICY FOR SUCCESSFUL
APPLICANTS

SUMMARY: This Memorandum requests that the Boston Redevelopment Authority ("BRA"), d/b/a Boston Planning & Development Agency ("BPDA") (i) extend the Downtown Office to Residential Conversion Incentive Pilot Program and (ii) adopt the Demonstration Project Policy for successful applicants.

Background

On July 10, 2023, Mayor Wu and City of Boston Planning Department Staff announced the proposed Downtown Office to Residential Conversion Incentive Pilot Program (the "Program") for downtown office buildings. The goal of the Program is to encourage and support owners of underutilized commercial office building space in converting such office buildings to residential uses.

In October 2022, the City of Boston (the "City") released "Revive and Reimagine: A Strategy to Revitalize Boston's Downtown" (the "Report"), prepared with assistance from the Boston Consulting Group, among others. The Report showed that Downtown office space vacancy rates were at approximately twenty percent (20%), and office occupancy rates hovered at under thirty percent (30%). There had also

been a decrease in foot traffic in the area. Meanwhile, the Report cited residential real estate as a “potential bright spot” for Downtown, with demand nearing pre-pandemic levels, and recommended that the City consider supporting the conversion of Class B and C office space into residential uses.

Following the release of the Report, staff facilitated several conversations with developers to gather information on interest in residential conversions and possible pathways to achieve more housing Downtown. Staff also retained HR&A Advisors Inc. to produce a report on the feasibility of office conversion in Downtown and the Financial District. This research suggested that tax abatement could create financially feasible conditions for private development to complete office to residential conversions.

Conversion to residential uses of downtown office spaces is an important response to post-pandemic economic and workforce shifts that appear to be long lasting. The Program recognizes the benefits to increasing economic activity in Downtown Boston by increasing residential property use and takes an active step toward providing new options to owners of high-vacancy office space. Moreover, the Program is intended to incentivize the creation of much-needed residential units.

The First Iteration of the Downtown Office to Residential Conversion Incentive Pilot Program

On October 12, 2023 the BPDA Board approved the creation of the Program. The first iteration of the Program offered an average abatement of up to seventy-five percent (75%) of the assessed residential value of a building for up to twenty-nine (29) years. Applicants had to meet the future Inclusionary Zoning (as approved by the BPDA Board at the meeting held in July of 2023) and applicants must meet the Commonwealth’s Stretch Energy Code.

Staff began accepting applications for potential conversion projects on a rolling basis on October 12, 2023 with the application window originally set to close on June 30, 2024. In total, Staff received ten (10) applications to create 489 new units of housing, including 20% affordable units, by converting 456,000 square feet of older, underutilized office space, exceeding initial city goals. Two of those properties and their development teams have successfully gone through City review, receiving BPDA Board approval and negotiating a PILOT Agreement. Staff anticipates that

more project teams will present to the BPDA Board for individual project approvals over the next several months.

Demonstration Project Policy

To effectuate the Residential Conversion Program, the BPDA Board used its “demonstration” powers under M.G.L. Ch. 121B, section 46(f), which allowed the BPDA Board, in coordination with Staff, to “develop, test and report methods and techniques and carry out demonstrations for the prevention and elimination of slums and urban blight.” Once an application was approved, Staff received BPDA Board approval to (a) take a limited, temporary interest in the subject property by Deed, and (b) using its authority under M.G.L. 121B, section 16, negotiate and execute a contract for payment in lieu of taxes (“PILOT Agreement”) among the proponent and the City of Boston (acting through the City of Boston Assessing Department).

As approved on October 12, 2023, the BPDA Board authorized Staff to administer the Residential Conversion Program within the Plan Area (as described in the Memorandum presented to the BPDA Board at the October 2023 meeting). At the October 12, 2023 BPDA Board meeting, the BPDA Board also approved the policy for administering Demonstration Projects in the Plan Area (the “Demonstration Project Policy”). The Demonstration Project Policy is as follows:

1. All Demonstration Project applications submitted under the Residential Conversion must include: (1) a full description of the proposed office to residential conversion, including, without limitation, intended program use, detailed program information, financial narrative, and other relevant information; (2) a property description; (3) a zoning analysis; and (4) any other information relevant to the proposed Demonstration Project that meet the goals of the Boston Downtown to Residential Conversion Incentive Program;
2. Upon submittal of a Demonstration Project application that meets the requirements set forth in the preceding paragraph, staff shall review the project for appropriateness to the goals of the program, project feasibility, and ability to meet timeline requirements prior to proceeding forward. Once it has been determined that the project is feasible and meets the program

goals, the applicant and the BPDA will enter into a 121B agreement. Projects that trigger Large Project review will follow the Article 80 process, including a minimum of one public meeting;

3. Once a Project has received permitting from ISD to begin construction, direct abutters will be notified by the proponent 30 days prior to commencement of construction.

Program Extension

Based on the success of the Downtown Office to Residential Conversion Incentive Pilot Program to date, Staff recommends that the BPDA Board extend the application deadline until December 31, 2025. That extension will provide more time and certainty for project teams to develop proposals for submission. Staff also recommends that for Applicants entering the Program after July 1, 2024, the Program shall remain the same, except for the following programmatic changes:

- The transfer fee (2 percent of Gross Sale Proceeds) will be waived after the first five fiscal years of the Pilot Agreement.
- The BPDA Board and the City shall approve all transfers or assignments of the Pilot Agreements.
- All applicants who apply to the Program after July 1, 2024, and prior to the December 31, 2025 deadline, must have pulled a full building permit and commenced construction prior to December 31, 2026.
- The Demonstration Project Policy shall apply to applicants to the Downtown Office to Residential Conversion Incentive Pilot Program, not just the previous Plan Area and the Demonstration Project Policy for the Program shall be as follows:
 1. All Demonstration Project applications submitted under the Residential Conversion must include: (1) a full description of the proposed office to residential conversion, including, without limitation, intended program use, detailed program information, financial narrative, and other relevant information; (2) a property description; (3) a zoning analysis; and (4) any other information relevant to the proposed Demonstration Project that meet the goals of the Boston Downtown to Residential Conversion Incentive Program;

2. Upon submittal of a Demonstration Project application that meets the requirements set forth in the preceding paragraph, Planning Department staff shall review the project for appropriateness to the goals of the program, project feasibility, and ability to meet timeline requirements prior to proceeding forward. Once it has been determined that the project is feasible and meets the program goals, the applicant and the BPDA will enter into a 121B agreement. Projects that trigger Large Project review will follow the Article 80 process, including a minimum of one public meeting;

RECOMMENDATION

Planning Department Staff recommends that the Boston Redevelopment Authority (i) approve the extension of the application period for Downtown Office to Residential Conversion Incentive Pilot Program until December 31, 2025, on terms substantially similar to those presented in this Memorandum; and (ii) approve the Demonstration Project Policy for successful applicants to the Downtown Office to Residential Conversion Incentive Pilot Program.

Appropriate votes follow:

VOTED: To Extend the Downtown Office to Residential Conversion Incentive Pilot Program on substantially similar terms as those presented to the Board at its October 12, 2023 meeting of the Boston Redevelopment Authority Board of Directors and as updated by this Memorandum;

Further

Voted: To adopt the Demonstration Project Policy, as presented in this Memorandum, for all successful applicants to the Downtown Office to Residential Conversion Incentive Pilot Program.

EXHIBIT C

BPDA Project Approval Memo

TO: **BOSTON REDEVELOPMENT AUTHORITY**
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY (BPDA)
AND KAIROS SHEN, DIRECTOR

FROM: NUPOOR MONANI, SENIOR DEPUTY DIRECTOR OF DEVELOPMENT
REVIEW
CASEY A HINES, SENIOR DEPUTY DIRECTOR OF DEVELOPMENT REVIEW
DYLAN NORRIS, PROJECT MANAGER

SUBJECT: 95 BERKELEY STREET, SOUTH END

SUMMARY:

This Memorandum requests that the Boston Redevelopment Authority ("BRA") d/b/a Boston Planning & Development Agency ("BPDA") authorize the Director of the BPDA (the "Director") to: (1) authorize the Director to issue a Scoping Determination waiving further review pursuant to Section 80A-2 and Section 80B-5.3(d) of the Code for the 95 Berkeley Street project as further described below, the ("Proposed Project"); (2) issue a Certification of Compliance for the Proposed Project pursuant to Section 80B-6 of the Code, upon successful completion of the Article 80 Large Project Review process; (3) authorize the Director of the Authority to take any and all actions and execute any and all documents deemed necessary and appropriate by the Director in connection with the foregoing, including, without limitation, executing and delivering a Cooperation Agreement and any and all other documents and agreements as the Director deems appropriate and necessary in connection with the Proposed Project; (4) adopt a Demonstration Project Plan under Massachusetts General Law Chapter 121B, Section 46(f) for the Proposed Project (the "Demonstration Project Plan"); (5) adopt certain findings relating to the Demonstration Project Plan; (6) authorize the Director to accept a Quitclaim Deed for a certain temporary and limited property interest in the Proposed Project's Project Site; and (7) authorize the Director to enter into a contract for payment in lieu of taxes ("Pilot Agreement")

among the City of Boston, the BRA, and the Proponent in connection with the Proposed project.

PROJECT SITE

The Project Site, a site of approximately 22,665 square feet in size, contains an existing building which consists of approximately 87,250 square feet of floor area, which historically has been used primarily for office uses. The Project Site sits at the corner of two streets having frontage on both Berkeley and Chandler Street in the South End section of Boston.

DEVELOPMENT TEAM

The development team includes:

Proponent: 95 Berkeley OT LLC
60 Madison Avenue, Suite 1101
New York, New York 10010
Jonathan Marrale
jonathan.marrale@fortunarealtygroup.com
Jonathan Lee
jl@continuumdevco.com

Project Architect: CBT Architects
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Boston, MA 02129
Henry Celli
Celli@cbtarchitects.com

Legal Counsel: Fletcher Tilton PC
100 Franklin Street, Suite 404
Boston, MA 02110
Matthew Eckel
meckel@fletchertilton.com

Permitting Consultant: Epsilon Associates, Inc.

BOARD APPROVED

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DOCUMENT NO. 8265

3 Mill & Main Place, Suite 250
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Talya Moked
tmoked@epsilonassociates.com

**Transportation
Consultant:**

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Boston, MA 02108
Melissa Restrepo
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Civil Engineer:

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Boston, MA 02108
Chris Hodney
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**Sustainability
Consultant:**

EnviENERGY Studio LLC
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Boston, MA 02110
Samira Ahmadi
samira.ahmadi@envien-studio.com

Mechanical Engineer:

R.W. Sullivan Engineering
The Schrafft's City Center
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Boston, MA 02129
Shane Wise
spw@rwsullivan.com

DESCRIPTION AND PROGRAM

95 Berkeley OTR, LLC ("the Proponent") proposes to renovate and adaptively re-use the existing semi-vacant office building located at 95 Berkeley Street. The Proponent seeks to complete an interior renovation of the existing

building to create a 87,250 square foot mixed-use building to contain approximately 1,700 square feet of retail/commercial space, 8,800 square feet of office space, and create approximately 76,750 new square feet of residential space to contain ninety-two (92) residential rental units, including seventy-four (74) market-rate and eighteen (18) income-restricted units ("The Proposed Project"). The residential rental units include forty-one (41) studio units, forty-two (42) one-bedroom units, and nine (9) two-bedroom units. The Proposed Project will also include a lower-level parking garage with approximately twenty-nine (29) parking spaces and bike storage for approximately forty-four (44) bike parking spaces. Additionally, the project will provide ten (10) visitor bike parking spaces along Chandler Street,

The Proponent is an applicant of Mayor Wu's and the BPDA's Downtown Residential Conversion Incentive Pilot Program (the "Pilot Program"). The Pilot Program was authorized by the BPDA Board on October 12, 2023, and as extended on July 18, 2024 (Both board votes referred to collectively as the "Program"). The Program offers to approved applicants a tax abatement in exchange for converting their underutilized office building into multi-family residential rental units.

PLANNING CONTEXT

Launched in October 2023, the Downtown Residential Conversion Incentive Pilot Program "Downtown Conversion Program" aims to support owners and developers of older commercial office building space in converting to residential units. In order to encourage new use of underutilized office space in the Downtown neighborhood and other areas, the Downtown Conversion Program offers a tax abatement and a streamlined approval process to applicants who meet affordability and sustainability requirements. Accordingly, the Proposed Project would advance key planning objectives of the office to residential conversion program.

ZONING

The Proposed Project is located within the South End Neighborhood Zoning District's Community Commercial Subdistrict, governed by Article 64 of the Zoning Code. The proposed residential, retail and office uses are all allowed within this subdistrict. The Project will need to seek a variance from the Boston Zoning Board of Appeal for usable open space per dwelling unit.

URBAN DESIGN

The project is subject to ongoing design review with the Planning Department and is subject to final approval by the South End Landmark District Commission.

ARTICLE 80 REVIEW PROCESS

On July 21, 2025, the Proponent filed a Letter of Intent ("LOI") with the BPDA. Based on the LOI submitted on July 21, 2025, Planning Department Staff recommended that the Director issue a Letter of Waiver. The Proposed Project does not include major external construction as it is the adaptive reuse of the current underutilized commercial space, is an applicant to the Pilot Program, complies with the requirements of the Executive Order, and thus, the IAG requirement should be waived. If, at any point during Article 80 Large Project Review, Staff determines the project does not comply with the Letter of Waiver issued to the Proponent or the Executive Order, an IAG will be established immediately.

A Project Notification Form ("PNF") was filed with the BPDA on September 29, 2025, the submission of which initiated the Large Project Review process for the Proposed Project and a public comment period, which concluded on October 29, 2025.

The BPDA hosted a Public Meeting on October 15, 2025. The public meeting was advertised in the local neighborhood newspapers, posted to the BPDA's calendar, and email notification was sent to all subscribers of the BPDA's South End neighborhood updates.

MITIGATION/COMMUNITY BENEFITS/PUBLIC REALM IMPROVEMENTS

The Proposed Project will include mitigation measures and community benefits to the neighborhood and the City, including:

- Narrowing the projects driveway entrance on Chandler Street to 14 feet, and reconstructing the driveway to the Public Works Department standards in order to provide an uninterrupted and ADA accessible pedestrian path to the Ellis Memorial Children's Park
- The Proponent will make a contribution to the Ellis South End Neighborhood Association as part of their holiday wreath distribution initiative

All Improvements and work conducted in the public right of way are subject to continued design review with the Planning Department, Boston Transportation Department, Public Works Department and the Public Improvement Commission.

SMART UTILITIES AND ARTICLE 37

The project will comply with the Smart Utilities requirements found in Article 80B of the Code. New utilities related to the project be required within any City right of way, will be designed to conform with Public Works Department standards and will undergo further review to ensure they are not in conflict with any landscape design features such as tree pits and/or other green infrastructure elements. The Proposed Project will also provide access for local telecom and fiber providers to ensure broadband equity and shall meet 1" stormwater retention requirements on site. The location of transformers and critical infrastructure shall be coordinated with Eversource including confirmation of the electrical capacity and the existing vault can be utilized, meeting minimum width, height and vertical clearance criteria provided by Eversource. A plan shall be issued to address any relevant conflicts reported through COBUCS if/as relevant, the project team will continue to work with BTB and Smart Utilities as needed.

The project will prioritize increasing energy performance and seek strategies that support low-carbon building operations and are LEED Gold certifiable. Additionally, the project is a renovation of an existing building which will maintain more than 90% of the building structure and enclosure; this results in a significant reduction in embodied carbon and will save an estimated 38 kgCO₂e/ft² in embodied carbon emissions when compared to a new building of similar size.

The project will be designed and constructed utilizing the following criteria:

- A commitment to comply with BERDO 2035 emission standard for residential buildings
- A performance target of 18% energy reduction compared with ASHRAE 90.1-2019
- The residential portion will utilize energy recovery ventilators, low-flow hot water plumbing fixtures, and Energy Star-rated appliances and all electric mechanical equipment.

- A LEED Gold target 63+ points will be finalized prior to Article 37 Design approval

As a proviso of this memo, the project team will provide an updated energy model and Climate Resiliency check list as design progresses within 3 months of Board approval.

AFFIRMATIVELY FURTHERING FAIR HOUSING

This project completed the AFFH Zoning review process and received BIFDC approval. The project's initial AFFH Zoning Self-Assessment, dated on 9/29/2025, is available as part of the Project Notification Form. The BIFDC's comment letter, detailing the requests and recommendations made, is available on the project's Planning Department website Public Comment document. The final agreed upon AFFH Zoning interventions are below:

Article 80 Interventions

- Provide all IZ units on-site; and
- Provide a greater number of 2+ bedroom units.

Marketing and Housing Access Interventions

- Agree to follow best practices related to the use of CORI, eviction, and credit records in the tenant screening and selection process;
- Allow security deposits to be paid in installments for 25% of IZ units, assigned on a first-come first-serve basis; and
- Adopt best practices in marketing market-rate units that are inclusive of and welcoming to members of protected classes.

INCLUSIONARY ZONING

The Proposed Project is subject to Zoning Code Article 79 – Inclusionary Zoning, dated October 1, 2024 ("IZ") and is located within Zone A, as defined by IZ. IZ requires that a minimum of 20% of the total number of units or residential leasable square footage within Article 80B Large Project Developments are designated as income-restricted units. Of the 20% of the total units or residential leasable square footage, 17% must be made available to the general public at an average of 60% of the Area Median Income ("AMI") as based upon data from the United States Department of Housing and Urban Development ("HUD") and published by MOH as

annual income and rent limits, and 3% of the total units or residential leasable square footage reserved for households who qualify with mobile housing vouchers (the "Voucher Units"). In this case, fifteen (15) units, or approximately 17.02% of residential leasable square footage within the project, will be made available to households with incomes not more than 60% of AMI, and the three (3) units, or approximately 3.61% of residential leasable square footage within the project, will be made available to households with mobile housing vouchers and rented at no higher than the Small Area Fair Market Rent ("SAFMR") for zip code 02116.

The proposed locations, sizes, income restrictions, and rents for the IZ Units and Voucher Units are as follows:

Unit Number	Number of Bedrooms	Unit Size (Sq Ft)	Percent of AMI	Rent	Group-2
203	One-Bedroom + Den	793	60%	\$1,484	
205	Two-Bedroom	1203	60%	\$1,680	Group-2A
213	One-Bedroom	596	Voucher	\$2,600	
216	One-Bedroom	636	60%	\$1,484	
217	Two-Bedroom	808	Voucher	\$3,080	
302	One-Bedroom	762	60%	\$1,484	
303	One-Bedroom + Den	795	60%	\$1,484	Group-2A
309	Studio	545	60%	\$1,266	
313	One-Bedroom	597	60%	\$1,484	
317	One-Bedroom	675	60%	\$1,484	
402	One-Bedroom	762	Voucher	\$2,600	
404	One-Bedroom + Den	748	60%	\$1,484	
408	One-Bedroom	661	60%	\$1,484	
415	Studio	522	60%	\$1,266	
417	One-Bedroom	675	60%	\$1,484	
507	Studio	523	60%	\$1,266	Group-2A
509	Studio	545	60%	\$1,266	
515	Studio	522	60%	\$1,266	

The location of the IZ Units and Voucher Units will be finalized in conjunction with staff and outlined in the Affordable Rental Housing Agreement and Restriction ("ARHAR"), and rents and income limits for the IZ Units will be adjusted according to MOH published maximum rents and income limits, as based on HUD AMIs,

available at the time of the initial rental of the IZ Units, and the rents for the Voucher Units will be adjusted according to MOH published SAFMR prices available at the time of the initial rental of the Voucher Units. IZ Units and Voucher Units must be comparable in size, design, and quality to the market-rate units in the Proposed Project, cannot be stacked or concentrated on the same floors, and must be consistent in bedroom count with the entire Proposed Project.

The ARHAR must be executed along with, or prior to, the issuance of the Certification of Compliance for the Proposed Project. The Proponent must also register the Proposed Project with the Boston Fair Housing Commission ("BFHC") upon issuance of the building permit. The IZ Units and Voucher Units will not be marketed prior to the submission and approval of an Affirmative Marketing Plan to the BFHC and MOH. Preference will be given to applicants who meet the following criteria, weighted in the order below:

- (1) Boston resident;
- (2) Household size (a minimum of one (1) person per bedroom); and
- (3) Households who are directly displaced or severely rent-burdened (to be marketed for four (4) income-restricted units).

Where a unit is built out for a specific disability (e.g., mobility or sensory), a preference will also be available to households with a person whose need matches the build out of the unit. The City of Boston Disabilities Commission may assist the BPDA in determining eligibility for such a preference.

An affordability covenant will be placed on the IZ Units and Voucher Units to maintain affordability for a total period of fifty (50) years (this includes thirty (30) years with a MOH option to extend for an additional period of twenty (20) years). The household income of the renter and rent of any subsequent rental of the IZ Units and Voucher Units during this fifty (50) year period must fall within the applicable income and rent limits for each IZ Unit or Voucher Unit. IZ Units and Voucher Units may not be rented out by the developer prior to rental to an income eligible household, and MOH or its assigns or successors will monitor the ongoing affordability of the IZ Units and Voucher Units.

DEMONSTRATION PROJECT PLAN

The Proponent is an applicant to the Downtown Office to Residential Conversion Incentive PILOT Program (the "Program"). As approved on October 12, 2023, the

BPDA established a Demonstration Project Plan in a selected area comprising primarily Downtown Boston. Applicants whose project sites are outside the Program's boundary has been reviewed and accepted on a case-by-case basis. The Project Site at 95 Berkeley Street is outside of the boundaries of the existing Demonstration Project Plan area, therefore, a new Demonstration Project Plan must be adopted pursuant to Massachusetts General Laws Chapter 121B, Section 46(f), as amended, in order to effectuate the PILOT. The Proponent is undertaking the conversion of semi-vacant office space in the City of Boston and creating in its place much needed housing. As such, a Demonstration Project Plan should be established to allow for the conversion of this semi-vacant office building to residential use, thereby preventing urban blight. The Proponent has duly applied and been accepted to the Program. Consistent with the October 12, 2023 board action and the July 18, 2024 board action to extend the Program, a Demonstration Project Plan should be established and undertaking to take all actions, as approved herein, to effectuate the conversion of 95 Berkeley Street.

TERMS OF PILOT AGREEMENT

Based on BPDA staff review under Article 80 and review under the Pilot Program, the Proponent has been selected to receive a Pilot Agreement, based on the Pilot Program criteria. The Proponent will, upon approval by the BPDA Board, enter into a Pilot Agreement among the City of Boston (the "City"), the BPDA, and the Proponent. If approved today, the City and the BPDA will provide the Proposed Project an average tax abatement of up-to seventy-five percent (75%) of the assessed residential value for a term of twenty-nine (29) years, terms which are consistent with the Program authorizing votes.

DEED CONVEYANCE

In order to comply with the rules and regulations under Massachusetts General Law Chapter 121B, Section 16, the BPDA must take an interest in the Project Site. To effectuate that, the BPDA and the Owner of 95 Berkeley Street will enter into a Deed agreement which conveys limited rights in the 95 Berkeley Street property. Additionally, the Owner and the BPDA will enter into to indemnification agreement to ensure the BPDA does not have liability on the property

RECOMMENDATIONS

Staff recommends that Board authorize the Director to: (1) authorize the Director to issue a Scoping Determination waiving further review pursuant to Section 80A-2

and Section 80B-5.3(d) of the Code for the 95 Berkeley Street project; (2) issue a Certification of Compliance for the Proposed Project pursuant to Section 80B-6 of the Code, upon successful completion of the Article 80 Large Project Review process; (3) authorize the Director of the Authority to take any and all actions and execute any and all documents deemed necessary and appropriate by the Director in connection with the foregoing, including, without limitation, executing and delivering a Cooperation Agreement and any and all other documents and agreements as the Director deems appropriate and necessary in connection with the Proposed Project; (4) adopt a Demonstration Project Plan under Massachusetts General Law Chapter 121B, Section 46(f) for the Proposed Project (the "Demonstration Project Plan"); (5) adopt certain findings relating to the Demonstration Project Plan; (6) authorize the Director to accept a Quitclaim Deed for a certain temporary and limited property interest in the Proposed Project's Project Site; and (7) authorize the Director to enter into a contract for payment in lieu of taxes ("Pilot Agreement") among the City of Boston, the BRA, and the Proponent in connection with the Proposed project.

Appropriate votes follow:

VOTED: That the Director be, and hereby is, authorized to issue a Scoping Determination waiving further review pursuant to Section 80A-2 and Section 80B-5.3(d) of the Code for the 95 Berkeley Street project as further described below, the "Proposed Project"); and

FURTHER

VOTED: That the Director be, and hereby is, authorized to issue a Certification of Compliance for the Proposed Project pursuant to Section 80B-6 of the Code, upon successful completion of the Article 80 Large Project Review process; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to take any and all actions and execute any and all documents deemed necessary and appropriate by the Director in connection with the foregoing, including, without limitation, executing and delivering a Cooperation Agreement and any and all other documents and agreements as the Director deems appropriate and necessary in connection with the Proposed Project; and

BOARD APPROVED

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DOCUMENT NO. 8265

FURTHER

VOTED: To adopt a Demonstration Project Plan under Massachusetts General Law Chapter 121B, Section 46(f) for the Proposed Project (the "Demonstration Project Plan") consistent with the Program; and

FURTHER

VOTED: That the Boston Redevelopment Authority ("BRA"), in connection with the Proposed Project hereby finds and declares:

- a) In order to prevent urban blight, it is in the public's interest for the BRA to assist with the conversion of decadent office space to facilitate the creation of much needed residential units in the City of Boston.
- b) The Project Site is either blighted or decadent area, as those terms are defined in Massachusetts General Law Chapter 121B, as amended;
- c) The development of the Project Site will be undertaken in a manner consistent with the Program, and requires the assistance of the BPDA; and
- d) Based on (a), (b), and (c) above, the Proposed Project constitutes a "demonstration project" under Massachusetts General Law Chapter 121B, Section 46(f), as amended; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to accept a Quitclaim Deed for a certain temporary and limited property interest in the Proposed Project's Project Site; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to enter into a contract for payment in lieu of taxes ("Pilot Agreement") among the City of Boston, the BRA, and the Proponent in connection with the Proposed Project.

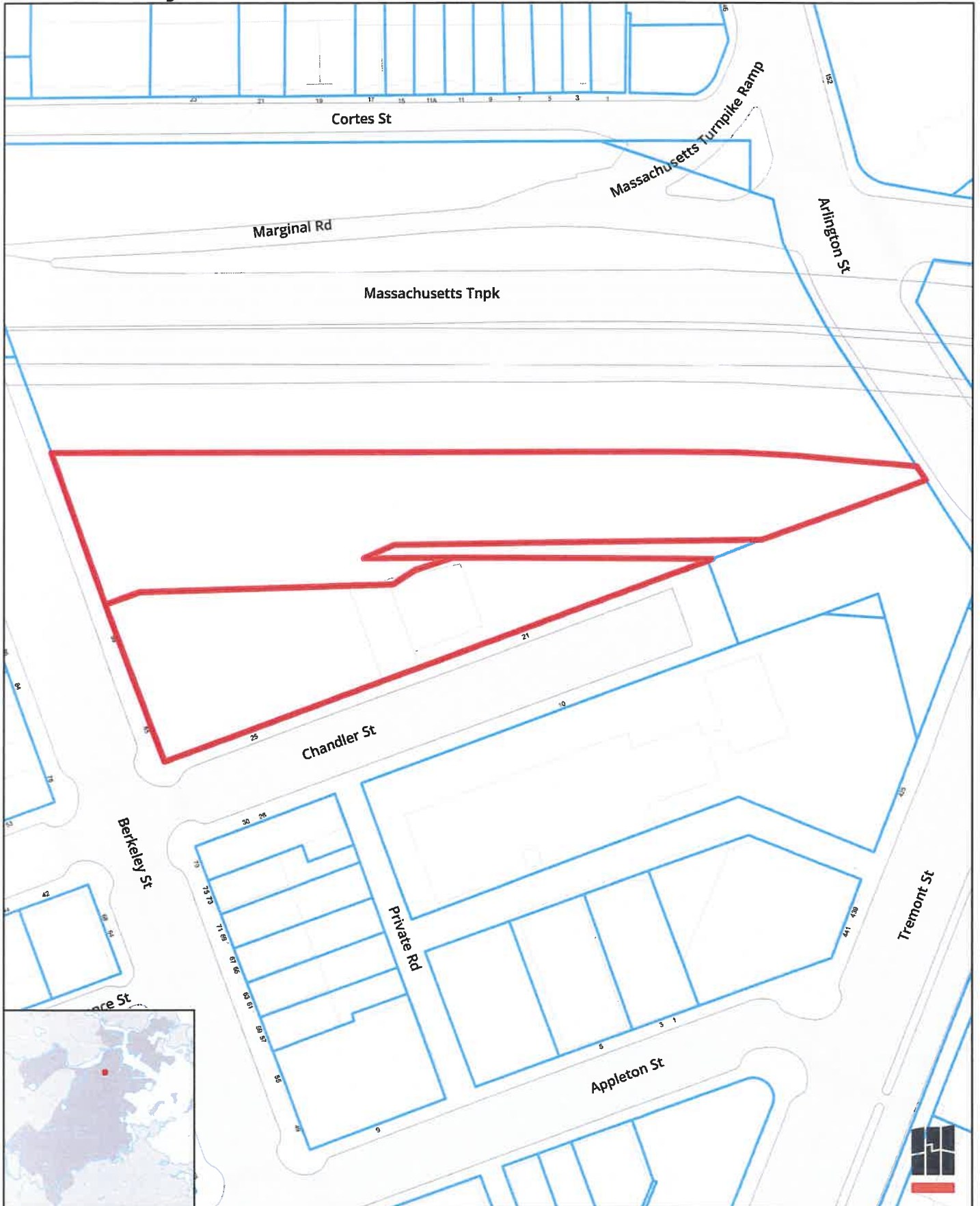
APPENDIX A**Exhibit A "Project Metrics Table"**

<u>Estimated Project Metrics</u>	Proposed Plan
Gross Square Footage	101,810
Gross Floor Area	87,250
<i>Residential</i>	76,750
<i>Office</i>	8,800
<i>Retail</i>	1,700
<i>Lab</i>	0
<i>Medical Clinical</i>	0
<i>Education</i>	0
<i>Hotel</i>	0
<i>Industrial</i>	0
<i>Recreational</i>	0
<i>Cultural</i>	0
<i>Parking</i>	14,560
Development Cost Estimate	
Residential Units	92
<i>Rental Units</i>	92
<i>Ownership Units</i>	0
<i>IDP/Affordable Units</i>	18
Maximum Parking spaces	29
<i>Long-term Bicycle Parking</i>	46
<i>Short-term Bicycle Parking</i>	10
<i>Location of Bike Room</i>	Sub Grade Garage
<i>Loading Bays</i>	0

95 Berkeley Street



1:1,000



95 Berkeley Street

1:1,000



EXHIBIT D

Deed

Quitclaim Deed

95 BERKELEY OTR LLC, a Massachusetts Limited Liability Company, having a mailing address at 95 Berkeley Street, Boston, Massachusetts 02116 (the "Grantor"), hereby grants to the **BOSTON REDEVELOPMENT AUTHORITY**, a body corporate and politic existing under Massachusetts General Laws Chapter 121B, as amended, doing business as the Boston Planning & Development Agency, with a principal office at One City Hall Plaza, 9th Floor, Boston, Massachusetts 02201-1007 (the "Grantee"), for and in consideration of Ten and 00/100 Dollars paid, with QUITCLAIM COVENANTS, the real property situated on 95 Berkeley Street in the City of Boston, Suffolk County, Commonwealth of Massachusetts, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"), which grant by the Grantor to the Grantee shall be subject to the Reserved Rights (as defined on Exhibit A). Such grant shall terminate on the Termination Date (as defined below).

This conveyance is made subject to and with the benefit of those easements, conditions, agreements, and restrictions of record at Suffolk County Registry of Deeds (the "Registry") insofar as the same are in force and applicable.

This is a conveyance for a term of years and shall commence on the date hereof and terminate on the date upon which that certain "Contract for Payment in Lieu of Taxes Entered Into by the City of Boston, the Boston Redevelopment Authority and 95 Berkeley Street OTR LLC" (the "PILOT Agreement") dated on or about the date hereof is terminated on June 30, 2055 (the "Termination Date"). At the end of the term of this estate, the interest of the Grantee in the Property hereby granted shall automatically terminate without the requirement for any payment of consideration to the Grantee by the Grantor or any other party, and any and all interests conveyed to the Grantee by this Quitclaim Deed shall revert automatically to the Grantor, its successors and assigns, with no further action required by any party.

Notwithstanding the foregoing, at any time from and after the Termination Date, the Grantor may record with the Registry (as defined below) an affidavit executed under the pains and penalties of perjury confirming the occurrence of the Termination Date and the termination of the rights granted herein to the Grantee, without the necessity of any action by the Grantee. Upon the recording of such an affidavit, the interest of the Grantee in the Property shall be confirmed as having automatically terminated, without the requirement for any payment of consideration to the Grantee by the Grantor or any other party, and any and all interests conveyed to the Grantee by this Quitclaim Deed shall be confirmed as having reverted automatically to the Grantor with no further action required. Such an affidavit shall be conclusive evidence of the facts stated therein in favor of any party holding an interest in the Property. As used herein, the term "Grantor" shall mean the Grantor and its successors and assigns as owner of the Property.

The consideration for this conveyance being Ten Dollars (\$10.00), no deed stamps are affixed hereto.

For Grantor's title, see the following: (i) Deed from 95 BERKELEY STREET (MA) OWNER LLC, dated September 2, 2025, recorded with the Registry, Book 71836, Page 107.

This conveyance does not constitute the sale or transfer of all or substantially all of the Grantor's assets within the Commonwealth of Massachusetts.

[Balance of page intentionally left blank; signature page follows]

EXECUTED under seal as of the 23 day of JUNE, 2026.

95 BERKELEY OTR LLC,
a Massachusetts Limited Liability Company

By: Nico Moinian
Name: Nico Moinian
Title: Manager

State of New York)
) ss.
County of NEW YORK)

On JUNE 23, 2026, before me,
SATWINDER SINGH, a NOTARY PUBLIC, personally appeared NICHOLAS MOINIAN
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name
is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her
authorized capacity as the Manager of 95 BERKELEY OTR LLC, a Massachusetts limited liability
company, and that by his/her signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument voluntarily and for its stated purpose, as the voluntary act and deed of
95 BERKELEY OTR LLC, a Massachusetts limited liability company.

WITNESS my hand and official seal.

Signature

Satwinder Singh
(Seal)

My Commission Expires: JULY 31, 2028

AGREED AND ASSENTED TO:

BOSTON REDEVELOPMENT AUTHORITY
d/b/a Boston Planning & Development Agency

Kairos Shen

Kairos Shen, Director

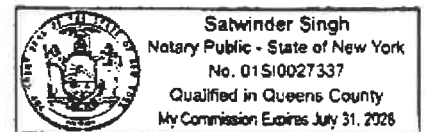


EXHIBIT A

To

Quitclaim Deed from 95 Berkeley OTR LLC to the Boston Redevelopment Authority

95 Berkeley Street, Boston, MA (**Assessor's Parcel 0500706000**)

The Land is described as follows:

A certain parcel of land with the buildings thereon now known as and numbered 95 Berkeley Street (formerly, 93-97 Berkeley Street) in said Boston, shown on a plan entitled "Plan of Land 95 Berkeley Street, Boston Massachusetts," by Cullinan Engineering Co., Inc., dated June 23, 1988 and recorded with the Deed from Gunwyn/95 Berkeley Street Limited Partnership to Greater Boston Community Development, Inc. in the Suffolk County Registry of Deeds at Book 14945, Page 144, bounded and described as follows:

Westerly by Berkeley Street, one hundred eleven and 94/100 (111.94) feet;

Northerly by land of Massachusetts Bay Transportation Authority by seven bounds together measuring four hundred four and 94/100 (404.94) feet;

Southerly

Westerly

Westerly

Southerly

Easterly

Easterly

And

Southerly by Chandler Street by seven bounds measuring fifty-five and 66/100 (55.66) feet; ten and 24/100 (10.24) feet; and three hundred (300) feet, respectively.

Being the same premises conveyed to 95 Berkeley Street (MA) Owner, LLC, a Delaware limited liability company, by virtue of a Deed from 95 Berkeley Street Owner, LLC, a Delaware limited liability company, dated March 28, 2018 and recorded in Book 59396, Page 309, with the Suffolk County, Massachusetts Registry of Deeds.

Parcel ID: 0500706000

The Reserved Rights

Notwithstanding anything herein to the contrary, all of the following are excluded from the Property and the rights conveyed by this Quitclaim Deed:

1. All rights and obligations regarding the right of the Grantor to possess, alter, improve, maintain, and operate the Property;

2. All rights and obligations of the Grantor to lease, license or otherwise grant possessory rights in and to the Property or portions thereof, and the rights and interests of any person or entity acting or claiming under, by, or through such lease, license, or other possessory agreement;
3. All rights of the Grantor and any lessee of the Property to incur mortgage financing as now or hereafter may be desired, including, without limitation, the rights of the Grantor and any such lessee to grant mortgages and other security interests in and on any of their respective interests in the Property. Such reserved right to incur mortgage financing includes, without limitation, the right from time to time to amend, restate, increase, extend and otherwise modify such mortgage financing, whether now existing or hereinafter incurred, and all instruments and other documents in connection therewith. The right to incur such mortgage financing shall be retained only by the Grantor, and any successor or assign thereof, and the Grantee shall have no right to approve, allow or consent to such financing;
4. All rights of the Grantor to sell all or any part of its ownership interest in the Property (subject to the rights of the Grantee under the PILOT Agreement) and the right of the Grantor to retain the proceeds of such sale and to otherwise receive all revenue from the Property, from whatever source;
5. All rights of the Grantor to grant easements and other rights in and to the Property to facilitate the improvement, operation and/or maintenance of the Property or of property in the area of the Property;
7. The right of any owner of any interest in the Property to receive insurance proceeds due to casualty and/or condemnation; and
8. All rights of the Grantor under any permits or entitlements affecting the Property, including without limitation, the right to modify, amend or terminate any permit or entitlement, or to apply as applicant for any new permit or entitlement.
9. All rights of the Grantor to construct, repair, and maintain subsurface improvements, including without limitation utilities.