

**FIRST AMENDMENT
TO
CONTRACT FOR PAYMENT IN LIEU OF TAXES
BY AND BETWEEN
THE CITY OF BOSTON, BOSTON REDEVELOPMENT AUTHORITY
AND
FRANKLIN HOLDINGS GROUP, LLC**

This First Amendment to contract for Payment in Lieu of Taxes (the "First Amendment") is entered into as of June 26, 2024, by and among the **CITY OF BOSTON**, acting by and through its Assessing Department, (the "City"), the **BOSTON REDEVELOPMENT AUTHORITY** ("BRA"), a public body politic and corporate created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, and Franklin Holdings Group, LLC (the "Owner"), a Massachusetts limited liability company, having its principal office at 235 Warren Street, Brookline MA 02445. The City, BRA and the Owner hereinafter sometimes are referred to, individually, as a "Party" and collectively, as "Parties."

WITNESSETH:

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 ;

WHEREAS, the Owner applied and was accepted to the Program and the Owner now desires to convert the office building located on the 295 Franklin Street into multi-family residential rental apartment housing with first-floor retail space (the "Project");;

WHEREAS, the Owner, the City and the BRA entered into a certain Contract for Payment in Lieu of Taxes ("PILOT Agreement") on July 1, 2025 to stabilize the property taxes for the Project and facilitate the re-development from existing office space to a mixed-use housing project;

WHEREAS, additional time is required for the Owner to obtain a building permit from the City of Boston's Inspectional Services Department ("ISD") and to commence construction on the Project; and

WHEREAS, the City and the BRA have elected not to exercise a Default against the Owner and will grant an extension so that the Owner may have until March 31, 2026, to obtain a building permit from ISD;

NOW, THEREFORE, the Parties mutually agree as follows:

1. Except to the extent amended herein, the PILOT Agreement is ratified and confirmed and shall remain in full force and effect.
2. Capitalized terms used herein, but not otherwise defined herein, shall have the meaning ascribed to them in the PILOT Agreement. All references to "Sections" in this Amendment are references to Sections of the PILOT Agreement.
3. This First Amendment is effective as of December 31, 2025 (the "Effective Date").
4. Section VII is hereby deleted in its entirety and replaced by the following new Section VII in place thereof:

"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.

Termination: Failure to Commence/Diligently Pursue Construction: The Owner shall obtain a Certification of Approval 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 295 Franklin Street Parcel no later than **March 31, 2026**. Upon commencement of construction and subject to delays due to Force Majeure Events, as defined in Section 15(g) 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 295 Franklin Street Project on the PILOT Parcel. 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.

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."

5. This First Amendment may be executed in a number of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the date above written.

CITY OF BOSTON



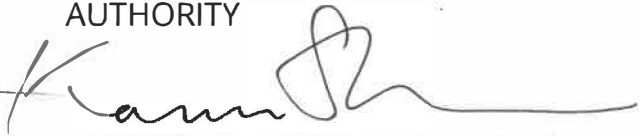
Michelle Wu, Mayor

CITY OF BOSTON ASSESSING
DEPARTMENT



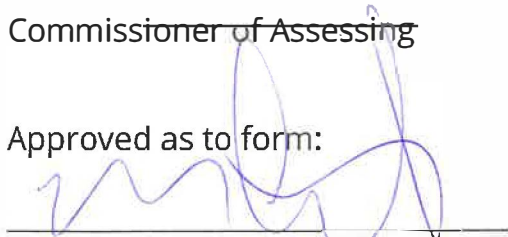
Nicholas Arinfello
Commissioner of Assessing

BOSTON REDEVELOPMENT
AUTHORITY



Kairos Shen
Director

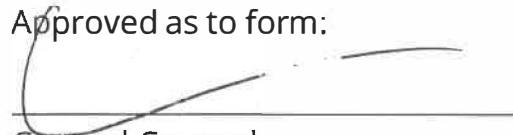
Approved as to form:



Corporation Counsel

JB 3/24/16

Approved as to form:



General Counsel
Lisa E. Herrington

OWNER:

Franklin Holdings Group, LLC, a
Massachusetts limited liability company

By: Jiahao Chi
Its: Manager

Nicholas Ariniello
Commissioner of Assessing

Approved as to form:

Corporation Counsel

Kairos Shen
Director

Approved as to form:

General Counsel
Lisa E. Herrington

OWNER:

Franklin Holdings Group, LLC, a
Massachusetts limited liability company

Jiahao Chi

By: Jiahao Chi
Its: Manager

**CONTRACT FOR PAYMENT IN LIEU OF TAXES
ENTERED INTO BY AND AMONG THE CITY OF BOSTON,
BOSTON REDEVELOPMENT AUTHORITY AND FRANKLIN HOLDINGS
GROUP, 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, 2025 (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 Franklin Holdings Group, LLC, a Massachusetts limited liability company, having an address of 235 Warren Street, Brookline, MA 02445 (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 desires to convert the office building located on the 295 Franklin Street Parcel (as hereinafter defined) into multi-family residential rental apartment housing with first-floor retail space (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, the Owner is the owner of that certain parcel of land with the buildings and improvements thereon known and numbered as 295 Franklin Street, Boston, Massachusetts, as more particularly described in a deed to the Owner dated May 16, 2017 and registered with the Land Court Department of the Suffolk County Registry of Deeds as Document No. 870191 on Certificate of Title 133885 (the “295 Franklin Street Parcel” or the “Project Site”).

WHEREAS, the Owner is proposing the renovation of the existing five (5) story mixed-use office building with ground floor retail space. The Project Site consists of a 2,430 square foot lot with existing gross floor area of 14,580 square feet, which includes a basement to be re-purposed for bike storage and other building services. Retail use would remain on the ground level, resulting in approximately 744 square feet of ground floor retail (“Commercial Component”) and eighteen (18) new dwelling units on floors one through five (“Residential Component”).

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 **June 12, 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 295 Franklin Street Parcel as described in Annex 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 to convert the current office space at the Project Site to housing (and maintain the first floor as commercial), the creation of that housing will 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 June 30, 2054 (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 295 Franklin Street 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. c. 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 three IZ units, comprised of a One-bedroom and two studio units, available only to households earning no more than 60% of the Area Median Income, 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.

Termination: Failure to Commence/Diligently Pursue Construction: The Owner shall obtain a Certification of Approval 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 295 Franklin Street Parcel no later than **October 1, 2025**. At the sole discretion of the BRA, construction commencement may be extended an additional 3 months to a date no later than **December 31, 2025**. Upon commencement of construction and subject to delays due to Force Majeure Events, as defined in Section 15(g) 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 295 Franklin Street Project on the PILOT Parcel. 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.

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.

8. **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.

9. **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:

Franklin Holdings Group, LLC
235 Warren Street
Brookline, MA 02445
Attn: Jiahao Chi, Manager

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.

10. 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 295 Franklin Street Project 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 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.

11. **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.

12. **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.

13. **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.

14. **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.

15. 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.

16. 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 Ariniello, 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 Jiahao Chi, ^{Manager} hereunto duly authorized.

CITY OF BOSTON



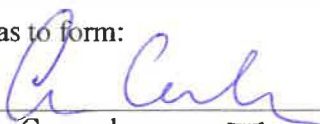
Michelle Wu, Mayor

CITY OF BOSTON ASSESSING
DEPARTMENT



Nicholas Ariniello
Commissioner of Assessing

Approved as to form:



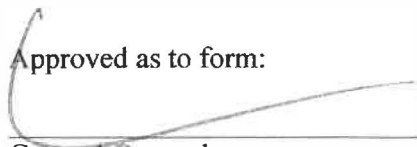
Corporation Counsel
Adam Cederbaum
JCB 9/11/25

BOSTON REDEVELOPMENT
AUTHORITY



Kairos Shen
Director

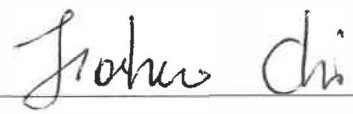
Approved as to form:



General Counsel
Lisa E. Herrington

OWNER:

Franklin Holdings Group, LLC, a
Massachusetts limited liability company



By: Jiahao Chi
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)		Abatement Percentage
2026 (yr. 1)		75%
2027 (yr. 2)		75%
2028 (yr. 3)		75%
2029 (yr. 4)		75%
2030 (yr. 5)		75%
2031 (yr. 6)		75%
2032 (yr. 7)		75%
2033 (yr. 8)		75%
2034 (yr. 9)		75%
2035 (yr. 10)		75%
2036 (yr. 11)		75%
2037 (yr. 12)		75%
2038 (yr. 13)		75%
2039 (yr. 14)		75%
2040 (yr. 15)		75%
2041 (yr. 16)		75%
2042 (yr. 17)		75%
2043 (yr. 18)		75%
2044 (yr. 19)		75%
2045 (yr. 20)		75%
2046 (yr. 21)		75%
2047 (yr. 22)		75%

2048 (yr. 23)	75%
2049 (yr. 24)	75%
2050 (yr. 25)	75%
2051 (yr. 26)	75%
2052 (yr. 27)	75%
2053 (yr. 28)	75%
2054 (yr. 29)	75%
29 yr. Average	75%

EXHIBIT B-1

Office Conversion Program - Authorizing Memorandum

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

32
DOC 8080

Exhibit A

Downtown Conversion Demonstration Plan Area

1:12,200

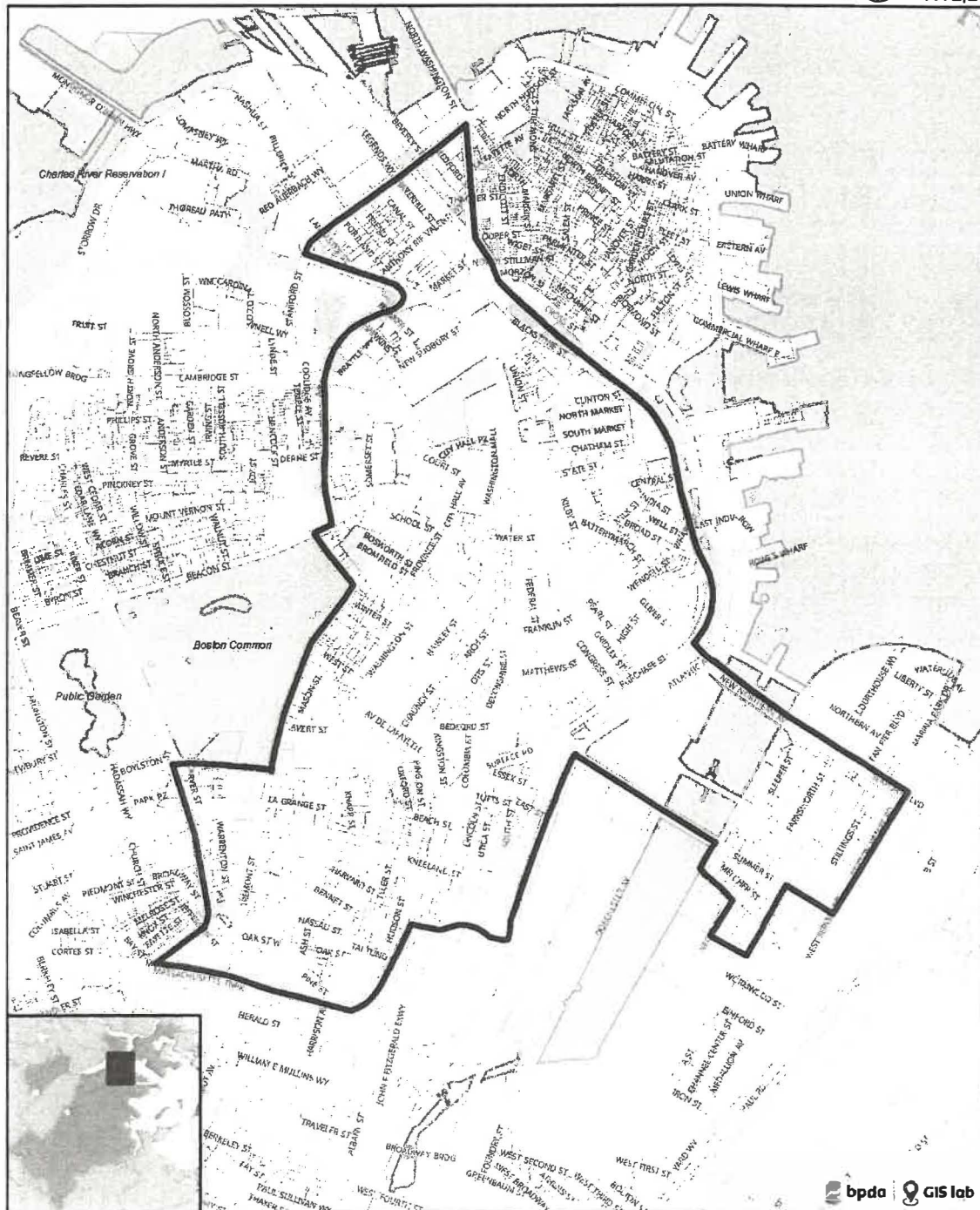


EXHIBIT B-2
Office Conversion Program - Extension Memorandum

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

MEMORANDUM**June 12, 2025**

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

FROM: CASEY HINES, DEPUTY DIRECTOR FOR DEVELOPMENT REVIEW
NUPOOR MONANI, DEPUTY DIRECTOR FOR DEVELOPMENT REVIEW
ZOE SCHUTTE, PROJECT MANAGER
ALEXA PINARD, ASSISTANT DEPUTY DIRECTOR FOR DESIGN REVIEW
JILL ZICK, ASSISTANT DEPUTY DIRECTOR FOR PUBLIC REALM DESIGN

SUBJECT: 295-297 FRANKLIN STREET, DOWNTOWN

SUMMARY: This Memorandum requests that the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency ("BPDA") authorize the Director to: (1) issue a Certification of Approval for the proposed development located at 295-297 Franklin Street (as defined below, the "Proposed Project"), in accordance with Article 80E, Small Project Review of the Boston Zoning Code (the "Code"); (2) enter into a PILOT Agreement for the Proposed Project; and (3) accept a Quitclaim Deed for a certain temporary, limited property interest in the Project Site; and to take any other actions, and to execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project.

BACKGROUND ON PILOT PROGRAM

On July 26, 2024, Franklin Holdings Group, LLC (the "Proponent") applied to Mayor Wu's and the Planning Department's Downtown Residential Conversion Incentive PILOT Program (the "Pilot Program"). The Pilot Program was authorized by the BPDA Board on October 12, 2023 ("October Board Vote") and extended on July 18, 2024. The Program offers approved applicants a tax abatement in exchange for converting underutilized office buildings into multi-family residential rental units. The October Board Vote authorized the creation of a Demonstration Project Plan Area in Downtown Boston (the "Plan Area") and the Plan Area establishes an area

DOCUMENT NO. 8224

where the BPDA is able to act pursuant to Massachusetts General Law Chapter 121B ("Chapter 121B") and provide a contract for payment in lieu of taxes ("Pilot Agreement") pursuant to Chapter 121B.

In order to qualify for the PILOT program, the proponent must meet the 2024 Zoning Article 79 Inclusionary Zoning ("IZ") standards, which require that Seventeen Percent (17%) of all newly created units must be deed-restricted affordable, restricted for households making up to Sixty Percent (60%) of the Area Median Income ("AMI"). Applicants must also comply with current Green Energy Stretch Goals, where applicable.

PROJECT SITE

The Proposed Project is located on an approximately 2,430 square foot lot at 295-297 Franklin Street in Downtown Boston ("Project Site"). The Project Site is currently occupied by an existing underutilized five (5) story mixed-use retail and office building. The Project Site is located within the Plan Area.

DEVELOPMENT TEAM

The development team includes:

Proponent:

Franklin Holdings Group, LLC
205 Portland Street
3rd Floor
Boston, MA 02114

Architect:

DMS Design, LLC
Daniel M. Skolski, AIA, NCARB
60 State St., Suite 770
Boston, MA 02109

Attorney:

Law Office of Richard C. Lynds
Richard Lynds
245 Summer Street, Suite 110
East Boston, MA 02128

PROPOSED PROJECT

DOCUMENT NO. 8224

The Proposed Project at 295-297 Franklin Street is an application of the Planning Department's Office to Residential Conversion Program.

Franklin Holdings Group, LLC ("Proponent") is proposing the renovation of the existing five (5) story mixed-use office building with ground floor retail space. The Project Site consists of a 2,430 square foot lot with existing gross floor area of 14,580 square feet, which includes a basement to be re-purposed for bike storage and other building services. Retail use would remain on the ground level, resulting in approximately 744 square feet of ground floor retail and eighteen (18) new dwelling units on floors one through five, approximately 17% of which will meet Inclusionary Zoning Requirements under the provisions of Article 79 of the Zoning Code ("IZ"). The dwelling units include approximately thirteen (13) studio units and five (5) one-bedroom units.

The table below summarizes the Proposed Project's key statistics:

<u>Estimated Project Metrics</u>	Proposed Plan
Gross Square Footage	11,840
Gross Floor Area	8,741
<i>Residential</i>	7,997
<i>Office</i>	0
<i>Retail</i>	744
<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>	0
Development Cost Estimate	\$4,500,000
Residential Units	18
<i>Rental Units</i>	18
<i>Ownership Units</i>	0

12/Affordable Units

3+

Parking spaces

0

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. The Pilot Program was informed by both 1) the City of Boston’s October 2022 Downtown Revitalization Report which analyzed and made recommendations for downtown economic revitalization, as well as 2) the PLAN: Downtown planning process which recommended a downtown office conversion program as a key strategy for achieving the PLAN goals. In order to encourage new use of underutilized office space, 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 recommendations of both the 2022 Downtown Revitalization Report and PLAN: Downtown.

ARTICLE 80 REVIEW PROCESS

On April 7, 2025, the Proponent filed an Application for Small Project Review with the BPDA for the Proposed Project, pursuant to Article 80E of the Boston Zoning Code (the “Code”). The Planning Department sponsored and held a virtual public meeting on May 21, 2025, via Zoom for the Proposed Project. The meeting was advertised in the Boston Guardian, posted on the Planning Department website and a notification was emailed to all subscribers of the Planning Department’s Downtown Neighborhood update list. The public comment period ended on June 1, 2025.

ZONING:

The Proposed Project is located in the Broad Street Protection Area of the Government Center / Markets Zoning District, Governed by Article 45 of the Zoning

DOCUMENT NO. 8224

Code. The Proposed Project requires a conditional use permit: per the provisions of Section 32-4.C of the Zoning Code, the proponent must demonstrate that the Proposed Project will result in no negative impact on groundwater levels within the lot in question or adjacent lots.

MITIGATION AND COMMUNITY BENEFITS

The Proposed Project will include mitigation measures and community benefits to the neighborhood and the City of Boston (the "City"), including:

- Revitalizing the downtown neighborhood by converting underutilized office space to on-site housing, bringing foot traffic back to the neighborhood, generating a new customer base for restaurants and shops, and creating a more vibrant urban core.
- Creating three (3) on-site income-restricted units (the "IZ Units") for households with incomes not more than 60% AMI.
- Meeting, where applicable, C.O.B Green Energy "Stretch Goals"; as required by the BPDA office to residential conversion program.
- The re-use of a vast majority of exiting building components in order to minimize demolition waste and promote construction sustainability.

The Proposed Project is subject to continued BPDA Design Review and approval.

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 17% of the total number of units or residential leasable square footage within Article 80E Small Project developments to be designated as IZ units. In this case, three (3) units or approximately 16.67% of the total number of units and approximately 19.07% of residential leasable square footage within the conversion project will be designated as income restricted units (the "IZ Units"), each of which will be made available to households with incomes not more than 60% of Area Median Income ("AMI"), as based upon data from the United States Department of Housing and Urban Development ("HUD") and published by the Mayor's Office of Housing ("MOH") as annual income and rent limits.

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

Unit Number	Number of Bedrooms	Unit Size (Sq Ft)	Percentage of AMI	Rent	Group-2
101	One-Bedroom	602	60%	\$1,378	
204	One-Bedroom	603	60%	\$1,378	Group-2A
301	Micro Studio	320	60%	\$1,057	

The location of the IZ Units will be finalized in conjunction with MOH staff and outlined in an Affordable Rental Housing Agreement and Restriction ("ARHAR") with MOH, and rents and income limits 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, IZ 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 Approval 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 will not be marketed prior to the submission and approval of an Affirmative Marketing Plan to the BFHC. Preference will be given to applicants who meet the following criteria, weighted in the order below:

- Boston resident;
- Household size (a minimum of one (1) person per bedroom).

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 in determining eligibility for such a preference.

An affordability covenant will be placed on the IZ Units to maintain affordability for a total period of fifty (50) years (this includes thirty (30) years with an 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 during this fifty (50) year period must fall within the

DOCUMENT NO. 8224

applicable income and rent limits for each IZ Unit. IZ Units may not be rented out by the developer prior to rental to an income eligible household, and the MOH or its assigns or successors will monitor the ongoing affordability of the IZ Units.

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") and the BPDA. 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 October Board Vote.

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 the 295-297 Franklin Street Building will enter into a Deed agreement which conveys limited rights in the 295-297 Franklin 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

The Proposed Project complies with the requirements set forth in Section 80E of the Code for Small Project Review. Therefore, BPDA staff recommends that the Director be authorized to: (1) issue a Certification of Approval for the Proposed Project; (2) enter into a Pilot Agreement for the Proposed Project; and (3) accept a Quitclaim Deed for a temporary, limited interest in the 297-297 Franklin Street property and to take any other actions, and to execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project.

VOTED:

That the Director be, and hereby is, authorized to issue a Certification

DOCUMENT NO. 8224

of Approval pursuant to Section 80E-6 of the Boston Zoning Code (the "Code"), approving the development at 295-297 Franklin Street, proposed by Franklin Holdings Group, LLC (the "Proponent"), for the conversion of the existing five (5) story building mixed use office building to residential use, creating a five (5) story, approximately 14,580 square foot residential/commercial building with eighteen (18) rental units (the "Proposed Project"), in accordance with the requirements of Small Project Review, Article 80E, of the Code, subject to continuing design review by the Boston Redevelopment Authority ("BRA") d/b/a Boston Planning & Development Agency ("BPDA"); and

**FURTHER
VOTED:**

That the Director be, and hereby is, authorized to enter into a Pilot Agreement in connection with the 295-297 Franklin Street Project, subject to the terms and conditions consistent with this Board Memorandum and as the Director deems to be appropriate and necessary; and

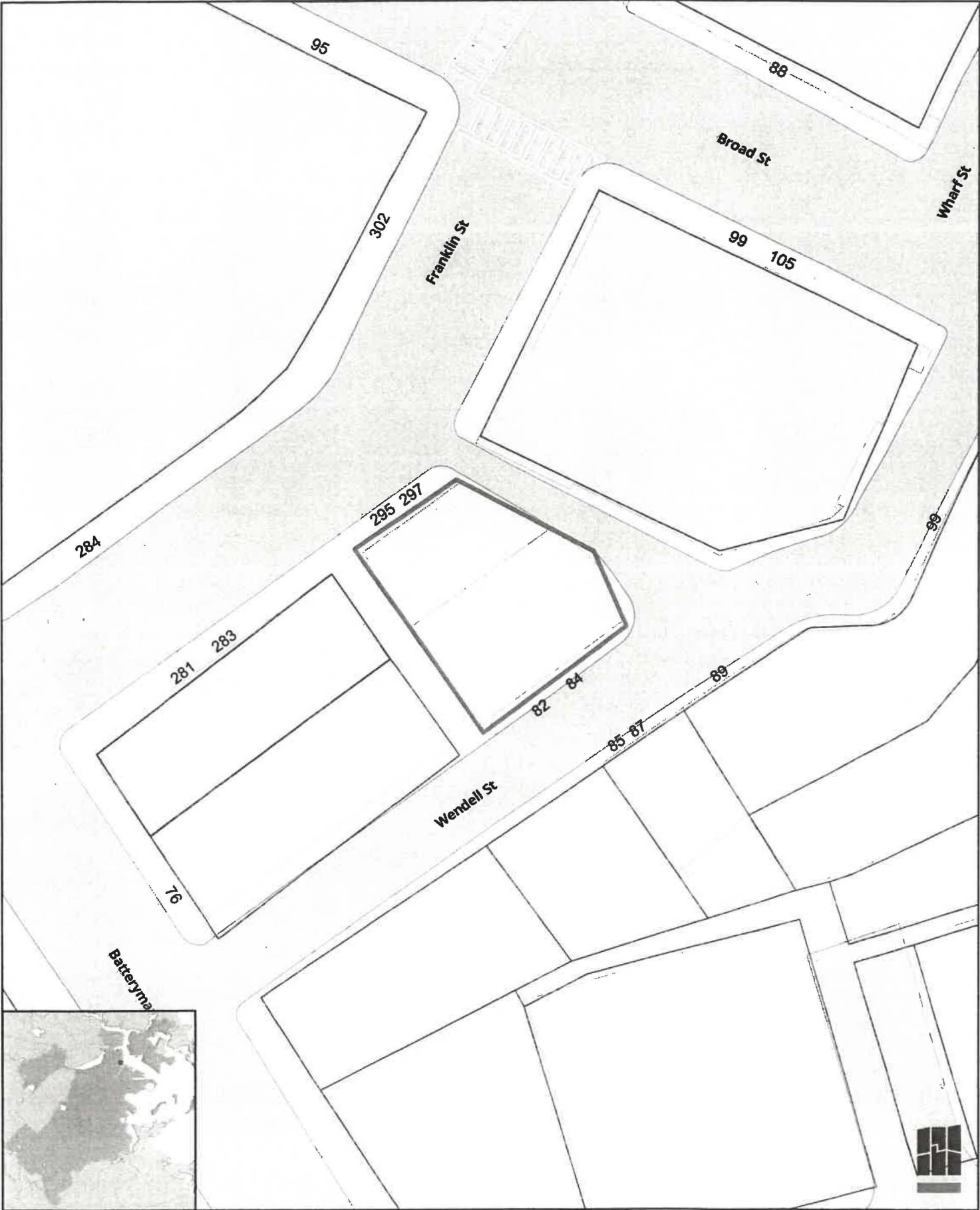
**FURTHER
VOTED:**

That the Director be, and hereby is, authorized to accept a Quitclaim Deed for a certain temporary and limited property interest in the 295-297 Franklin Street property; and

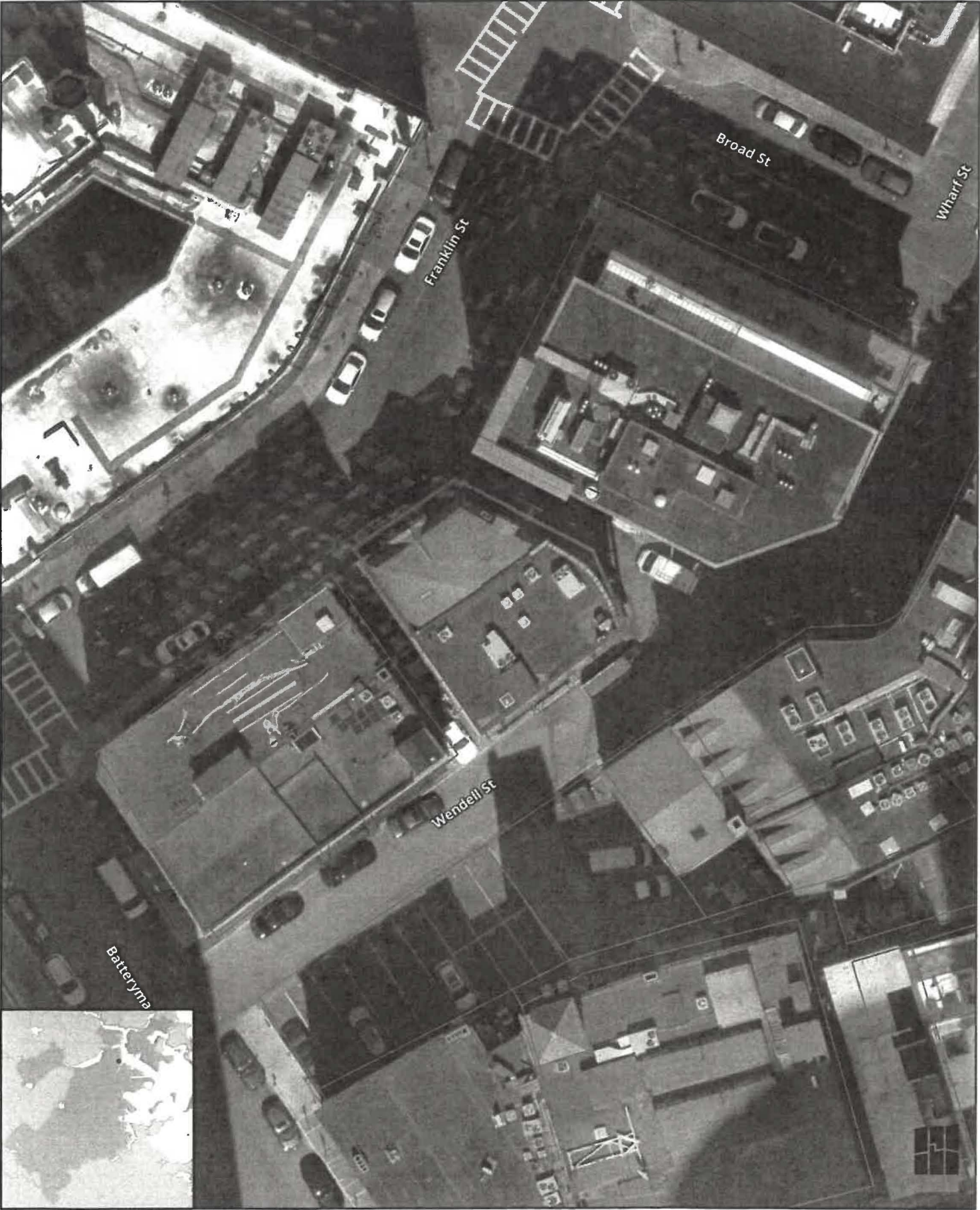
**FURTHER
VOTED:**

That the Director be, and hereby is, authorized to take any other actions and to execute any other agreements and documents the Director deems appropriate and necessary in connection with the Proposed Project.

295 - 297 Franklin Street



295 - 297 Franklin Street



**Boston Water and
Sewer Commission**



980 Harrison Avenue
Boston, MA 02119-2540
617-989-7000

May 8, 2025

Ms. Zoe Schutte
Project Assistant
Planning Department
One City Hall Square
Boston, MA 02201

Re: 295-297 Franklin Street, Boston Proper
Project Notification Form

Dear Mr. Norris:

The Boston Water and Sewer Commission (Commission, BWSC) has reviewed the Project Notification Form (PNF) for the proposed residential conversion project located 295-297 Franklin Street in Downtown Boston.

The proposed project is located on an approximately 2,430 square foot (sf) site currently occupied by a 5-story commercial building. The project proponent, Franklin Holdings Group, LLC, proposes to convert the building to residential use with a total of 18 residential units over a first-floor retail space, occupying 14,580 sf of gross floor area.

Water, sewer, and storm drain service for the project site is provided by the Boston Water and Sewer Commission. Water demand estimates were not provided in the PNF.

For water service, the project site is served by a two 12-inch ductile iron cement lined water pipes, installed in 2005 in Franklin Street, one each on the southern-high and the southern-low distribution networks.

Estimated sewage flow was not stated in the PNF. For sanitary sewage service, the site is served by a 20"x28" brick pipe installed in 1874 located on Battermarch Street, and a 36"x36" brick combined pipe installed in 1908 located in Broad Street. Both pipes are combined sanitary pipes.

The Commission has the following comments regarding the PNF:

General

1. Prior to the initial phase of the site plan development, Franklin Holdings Group, LLC should meet with the Commission's Design and Engineering Customer Services



Department to review water main, sewer and storm drainage system availability and potential upgrades that could impact the development.

2. Prior to demolition of any buildings, all water, sewer and storm drain connections to the buildings must be cut and capped at the main pipe in accordance with the Commission's requirements. The proponent must complete a Cut and Cap General Services Application, available from the Commission.
3. All new or relocated water mains, sewers and storm drains must be designed and constructed at Franklin Holdings Group, LLC's expense. They must be designed and constructed in conformance with the Commission's design standards, Water Distribution System and Sewer Use regulations, and Requirements for Site Plans. The site plan should include the locations of new, relocated and existing water mains, sewers and drains which serve the site, proposed service connections, water meter locations, as well as backflow prevention devices in the facilities that will require inspection. A General Service Application must also be submitted to the Commission with the site plan.
4. The Department of Environmental Protection (DEP), in cooperation with the Massachusetts Water Resources Authority (MWRA) and its member communities, has implemented a coordinated approach to flow control in the MWRA regional wastewater system, particularly the removal of extraneous clean water (e.g., infiltration/inflow (I/I)) in the system. The Commission has a National Pollutant Discharge Elimination System (NPDES) Permit for its combined sewer overflows and is subject to these regulations [314 CMR 12.00, section 12.04(2)(d)]. This section requires all new sewer connections with design flows exceeding 15,000 gpd to mitigate the impacts of the development by removing four gallons of I/I for each new gallon of wastewater flow. In this regard, any new connection or expansion of an existing connection that exceeds 15,000 gallons per day of wastewater shall assist in the I/I reduction effort to ensure that the additional wastewater flows are offset by the removal of I/I. Currently, a minimum ratio of 4:1 for I/I removal to new wastewater flow added is used. The Commission will require proponent to develop a consistent inflow reduction plan. The 4:1 requirement should be addressed at least 90 days prior to activation of water service and will be based on the estimated sewage generation provided on the project site plan.
5. The design of the project should comply with the City of Boston's Complete Streets Initiative, which requires incorporation of "green infrastructure" into street designs. Green infrastructure includes greenscapes, such as trees, shrubs, grasses and other landscape plantings, as well as rain gardens and vegetative swales, infiltration basins, and paving materials and permeable surfaces. The proponent must develop a maintenance plan for the proposed green infrastructure. For more information on the



Complete Streets Initiative see the City's website at <http://bostoncompletestreets.org>.

6. For any proposed masonry repair and cleaning Franklin Holdings Group, LLC will be required to obtain from the Boston Air Pollution Control Commission a permit for Abrasive Blasting or Chemical Cleaning. In accordance with this permit Franklin Holdings Group, LLC will be required to provide a detailed description as to how chemical mist and run-off will be contained and either treated before discharge to the sewer or drainage system or collected and disposed of lawfully off site. A copy of the description and any related site plans must be provided to the Commission's Engineering Customer Service Department for review before masonry repair and cleaning commences. Franklin Holdings Group, LLC is advised that the Commission may impose additional conditions and requirements before permitting the discharge of the treated wash water to enter the sewer or drainage system.
7. The project sites are located within Boston's Groundwater Conservation Overlay District (GCOD). The district is intended to promote the restoration of groundwater and reduce the impact of surface runoff. Projects constructed within the GCOD are required to include provisions for retaining stormwater and directing the stormwater to the groundwater table for recharge.
8. The water use and sewage generation estimates were not stated in the SPRA. The Commission requires that these values be calculated and submitted with the Site Plan. Franklin Holdings Group, LLC should provide separate estimates of peak and continuous maximum water demand for residential, irrigation and air-conditioning make-up water for the project. Estimates should be based on full-site build-out of the proposed project. Franklin Holdings Group, LLC should also provide the methodology used to estimate water demand for the proposed project.
9. The Commission will require Franklin Holdings Group, LLC to undertake all necessary precautions to prevent damage or disruption of the existing active water and sewer lines on, or adjacent to, the project site during construction. As a condition of the site plan approval, the Commission will require Franklin Holdings Group, LLC to inspect the existing sewer lines by CCTV after site construction is complete, to confirm that the lines were not damaged from construction activity.
10. It is Franklin Holdings Group, LLC's responsibility to evaluate the capacity of the water, sewer and storm drain systems serving the project site to determine if the systems are adequate to meet future project demands. With the site plan, Franklin Holdings Group, LLC must include a detailed capacity analysis for the water, sewer and storm drain systems serving the project site, as well as an analysis of the impacts the proposed project will have on the Commission's water, sewer and storm drainage systems.



Water

1. Franklin Holdings Group, LLC must provide separate estimates of peak and continuous maximum water demand for residential, commercial, industrial, irrigation of landscaped areas, and air-conditioning make-up water for the project with the site plan. Estimates should be based on full-site build-out of the proposed project. Franklin Holdings Group, LLC should also provide the methodology used to estimate water demand for the proposed project.
2. Franklin Holdings Group, LLC should explore opportunities for implementing water conservation measures in addition to those required by the State Plumbing Code. In particular, Franklin Holdings Group, LLC should consider outdoor landscaping which requires minimal use of water to maintain. If Franklin Holdings Group, LLC plans to install in-ground sprinkler systems, the Commission recommends that timers, soil moisture indicators and rainfall sensors be installed. The use of sensor-operated faucets and toilets in common areas of buildings should be considered.
3. Franklin Holdings Group, LLC is required to obtain a Hydrant Permit for use of any hydrant during the construction phase of this project. The water used from the hydrant must be metered. Franklin Holdings Group, LLC should contact the Commission's Meter Department for information on and to obtain a Hydrant Permit.
4. Franklin Holdings Group, LLC will be required to install approved backflow prevention devices on the water services for fire protection, mechanical and any irrigation systems. Franklin Holdings Group, LLC is advised to consult with Mr. Larry Healy, Manager of Engineering Code Enforcement, with regards to backflow prevention.
5. The Commission is utilizing a Fixed Radio Meter Reading System to obtain water meter readings. For new water meters, the Commission will provide a Meter Transmitter Unit (MTU) and connect the device to the meter. For information regarding the installation of MTUs, Franklin Holdings Group, LLC should contact the Commission's Meter Department.

Sewage / Drainage

1. In conjunction with the Site Plan and the General Service Application Franklin Holdings Group, LLC will be required to submit a Stormwater Pollution Prevention Plan. The plan must:



- Identify specific best management measures for controlling erosion and preventing the discharge of sediment, contaminated stormwater or construction debris to the Commission's drainage system when construction is underway.
 - Include a site map which shows, at a minimum, existing drainage patterns and areas used for storage or treatment of contaminated soils, groundwater or stormwater, and the location of major control structures or treatment structures to be utilized during the construction.
 - Specifically identify how the project will comply with the Department of Environmental Protection's Performance Standards for Stormwater Management both during construction and after construction is complete.
2. The Commission encourages Franklin Holdings Group, LLC to explore additional opportunities for protecting stormwater quality on site by minimizing sanding and the use of deicing chemicals, pesticides, and fertilizers.
 3. Franklin Holdings Group, LLC must fully investigate methods for retaining stormwater on-site before the Commission will consider a request to discharge stormwater to the Commission's system. The site plan should indicate how storm drainage from roof drains will be handled and the feasibility of retaining their stormwater discharge on-site. All projects at or above 100,000 square feet of floor area are to retain, on site, a volume of runoff equal to 1.25 inches of rainfall times the impervious area. Under no circumstances will stormwater be allowed to discharge to a sanitary sewer.
 4. The Massachusetts Department of Environmental Protection (MassDEP) established Stormwater Management Standards. The standards address water quality, water quantity and recharge. In addition to Commission standards, Franklin Holdings Group, LLC will be required to meet MassDEP Stormwater Management Standards.
 5. Sanitary sewage must be kept separate from stormwater and separate sanitary sewer and storm drain service connections must be provided. The Commission requires that existing stormwater and sanitary sewer service connections, which are to be re-used by the proposed project, be dye tested to confirm they are connected to the appropriate system.
 6. The Commission requests that Franklin Holdings Group, LLC install a permanent casting stating "Don't Dump: Drains to Charles River" next to any catch basin created or modified as part of this project. Franklin Holdings Group, LLC should contact the Commission's Operations Division for information regarding the purchase of the castings.



7. If a cafeteria or food service facility is built as part of this project, grease traps will be required in accordance with the Commission's Sewer Use Regulations. Franklin Holdings Group, LLC is advised to consult with the Commission's Operations Department with regards to grease traps.

Thank you for the opportunity to comment on this project.

Yours truly,

John P. Sullivan, P.E.
Chief Engineer

JPS/apm

cc: K. Ronan, MWRA
S. McFee, BWSC

EXHIBIT D

Form of Deed