



CORE BOSTON OFFICE INVESTMENT BOSTON, MA

Previews:

Interested parties will be notified when scheduled.

Auction Date:

March 10 | 3:00 p.m.

Property Location:

31 Saint James Avenue
Boston, MA 02116

Property #:

AP26018

TRANZON AUCTION PROPERTIES
PO BOX 4508
PORTLAND, ME 04112

MIKE CAREY
P: 207-776-1936
MCAREY@TRANZON.COM

TYPES OF AGENCY REPRESENTATION

SELLER'S AGENT

A seller can engage the services of a real estate licensee to act as the seller's agent in the sale of the seller's property. This means that the real estate agent represents the seller, who is a client. The agent owes the seller client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the seller's interests first and attempt to negotiate price and terms acceptable to their seller client. The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions.

BUYER'S AGENT

A buyer can engage the services of a real estate licensee to act as the buyer's agent in the purchase of a property. This means that the real estate agent represents the buyer, who is a client. The agent owes the buyer client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the buyer's interests first and attempt to negotiate price and terms acceptable to their buyer client. The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions.

(NON-AGENT) FACILITATOR

When a real estate licensee works as a facilitator that licensee assists the seller and/or buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated, owe the seller and buyer a duty to present all real property honestly and accurately by disclosing known material defects and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. Should the seller and/or buyer expressly agree, a facilitator relationship can be changed to a seller or buyer client relationship with the written agreement of the person so represented.

DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate licensee can be designated by another real estate licensee (the appointing or designating agent) to represent a buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate licensee once so designated is then the agent for that buyer or seller who becomes the agent's client. The designated agent owes the buyer client or seller client, undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put their client's interests first, and attempt to negotiate price and terms acceptable to their client. No other licensees affiliated with the same firm represent the client unless otherwise agreed upon by the client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer in the same transaction, then the appointing agent becomes a dual agent. Consequently, a dual agent cannot fully satisfy the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. Only your designated agent represents your interests. Written consent for designated agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to designated agency is available at the Board's website at www.mass.gov/dpl/re.

DUAL AGENT

A real estate licensee may act as a dual agent representing both the seller and the buyer in a transaction but only with the express and informed written consent of both the seller and the buyer. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently, a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. Written consent for dual agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to dual agency is available at the Board's website at www.mass.gov/dpl/re.

NOTICE

ATTENTION PROSPECTIVE BIDDERS

Tranzon Auction Properties is acting solely as agent for the seller

All information contained in this and other advertisements was obtained from sources believed to be accurate. However, no warranty or guarantee, either expressed or implied, is intended or made. Neither Tranzon Auction Properties nor its employees, affiliates, or agents (hereinafter "auction company") represent the buyer/bidder. All prospective buyers/bidders must independently investigate and confirm any information or assumptions on which any bid is based. Neither auction company nor sellers shall be liable for any errors or the correctness of information.

All announcements made at the auction take precedence over any other property information or printed terms of sale. Items may be added or deleted. The property and improvements are sold "as is, where is, with all faults" and without representation or warranty of any kind with respect to the accuracy, correctness, completeness, content or meaning of the information contained herein. Prospective buyers/bidders should verify all information.

All prospective buyers/bidders recognize and agree that any investigation, examination, or inspection of the property is within the control of the owner or other parties in possession and their agents. Potential buyers/bidders are encouraged to seek information from professionals regarding any specific issue or concern. Any decision to purchase or not to purchase is the sole and independent business decision of the potential buyer/bidder. No recourse or cause of action will lie against any of the above-mentioned parties should buyer become dissatisfied with its decision, whatever it may be, at a later date.

Auction company and seller have the right to postpone or cancel the auction in whole or in part, in its sole discretion. Auction company and seller reserve the right to refuse admittance to or expel anyone from the auction premises for interference with auction activities, nuisance canvassing, soliciting or other reasons.

Tranzon Auction Properties is a member company of Tranzon, LLC. All Tranzon companies are independently owned and operated.

AUCTION: Tuesday, March 10, 2026 | 3:00 p.m.

PREVIEWS: Interested parties will be notified when scheduled.

AUCTION LOCATION: On-site

PROPERTY DESCRIPTION

31 Saint James Avenue is an institutional-scale office property situated in Boston's Park Square / Back Bay submarket. Public records show an approximately 540,000 square foot building spanning 11 stories, originally constructed circa 1922 and reportedly renovated in 2013. The building is referenced as LEED Gold certified.

The property occupies a central urban block with frontage extending toward Providence Street, as reflected in municipal parcel mapping. The immediate area is characterized by established commercial density, transit connectivity, hospitality infrastructure, and residential growth, contributing to sustained tenant demand within Boston's CBD.

Reported amenities include 24-hour access, controlled entry, on-site management, conferencing facilities, restaurant and convenience retail components, security systems, elevator banks, and nearby parking. Public records further note sprinkler systems and vertical transportation infrastructure.

Municipal assessment records indicate a FY2026 assessed value of \$118,617,800 with a commercial classification (0346). Given its scale, institutional profile, and location within Boston's core office corridor, the asset may warrant evaluation for: long-term income hold, capital structure optimization or recapitalization, lease-up or tenant remerchandising initiatives, ESG-aligned repositioning considerations, adaptive reconfiguration subject to municipal approvals.

All prospective investors are encouraged to conduct independent underwriting, lease analysis, physical inspections, zoning review, and financial diligence.

- **Lot Size:** 1± Acre
- **Parking:** Nearby Parking Garages
- **Road Frontage:** 607.4'± on Providence Street; 75.06'± on Arlington Street; 604.31'± on St. James Avenue; 75'± on Berkeley Street
- **Building Size:** 540,000± sq. ft.
- **Year Built:** 1922±
- **Stories:** 11
- **Layout:** Office/Retail
- **Additional Notes:** Two-story limestone and marble lobby with arched windows and vaulted ceiling with gold leaf detail; 12' ceilings; 11 passenger elevators; Manually operated freight elevator; Loading dock
- **Amenities:**
 - 24-hour, controlled access
 - Banking
 - Bike room in basement level
 - Bus line
 - Conferencing facility

DISCLAIMER: This information is derived from sources believed correct, but is not guaranteed. Interested parties shall rely entirely on their own information, judgment and inspection of the property records. All properties sold on an "AS IS, WHERE IS" basis. Tranzon strongly recommends you contact the appropriate offices to verify information as well as review files pertaining to this property, including, but not limited to, Code Enforcement, Zoning, Planning Board, Assessor, and Collector files.

PROPERTY DESCRIPTION (CONTINUED)

- **Amenities:** Convenience store
Dry cleaner
Property manager on-site
Restaurant
Security system
On-site security staff
 - **Parcel ID:** 0501156000
 - **Tax Year:** July 1st to June 30th
 - **Tax Due Dates:** August 1, 2025; November 1, 2025; February 1, 2026 & May 1, 2026
 - **Assessed Value:** \$118,617,800
 - **Annual Taxes (Tax Year 2026):** \$3,229,888.29
 - **Outstanding Taxes:** See Municipal Lien Certificate included in this package.
 - **Water & Sewer:** Public – Water, sewer & stormwater billed monthly by Boston Water & Sewer Commission, 617-989-7800
 - **Outstanding Water & Sewer:** Unknown. Boston Water & Sewer Commission can't provide that information.
 - **Zoning District:** Per the municipal office, Boston Proper, B-10 General Business District; Groundwater Conservation Overlay District; and the Boston MHC Historic Inventory Area. Please call Planning at 617-722-4300 to verify.
-

SUMMARY OF TERMS

Buyer's Premium: None

Closing: 15-day closing, sold in As-Is condition, no contingencies.

Deposit Amount: \$250,000, in certified funds for a third party to bid. Deposit to be increased to equal five percent (5%) of purchase price within five (5) days of auction.

Agents Welcome: Agent participation is being offered. Please visit our website at www.tranzon.com/AP26018 or call us for details.

CONTACT

Mike Carey | Co-CEO

207-776-1936 Mobile

mcarey@tranzon.com

MA Auctioneer License #AU3188

Samantha S. Kelley, MA RE Lic. #134740

MUNICIPAL OFFICE

Website: www.boston.gov

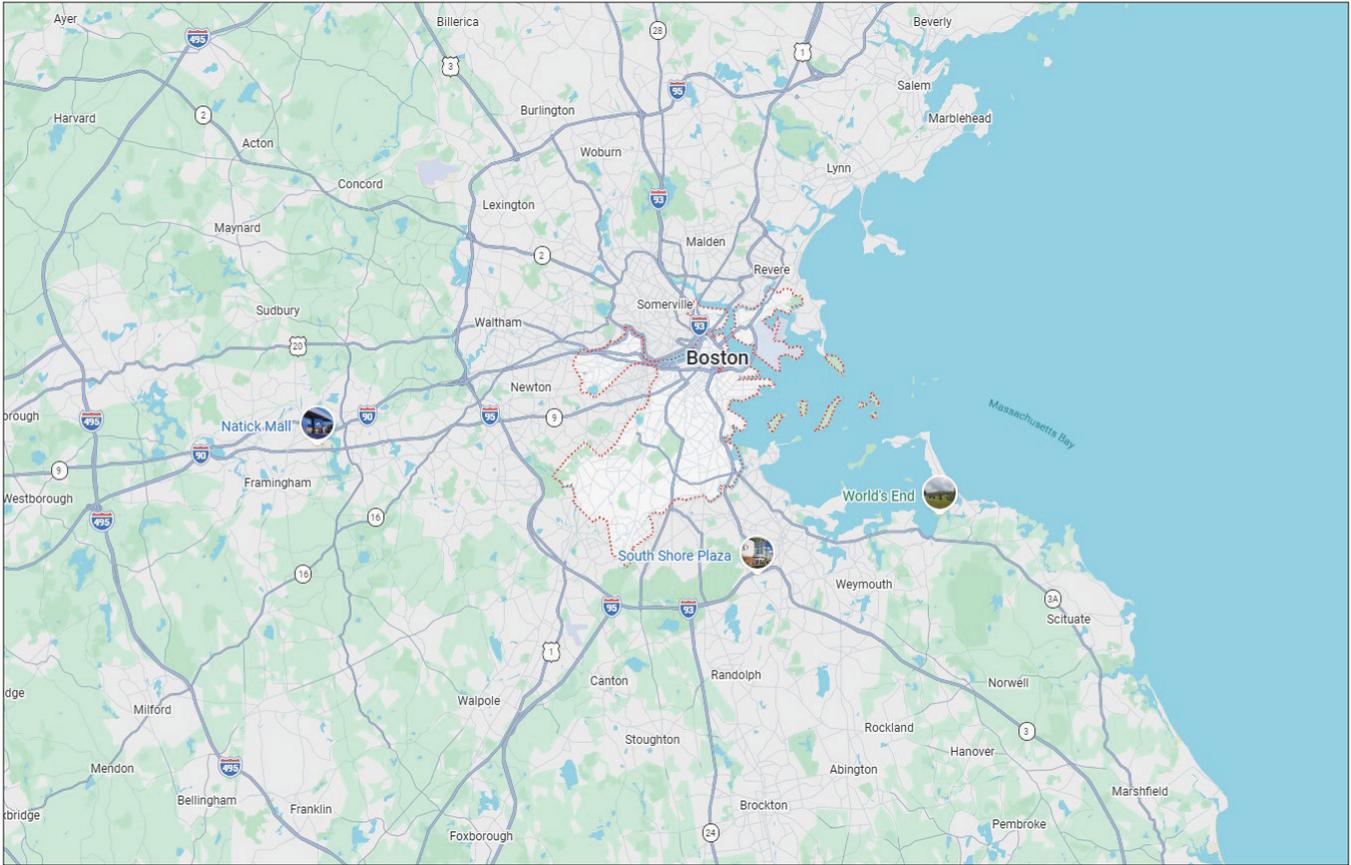
Tel: 617-635-4500

Assessor: 617-635-4287

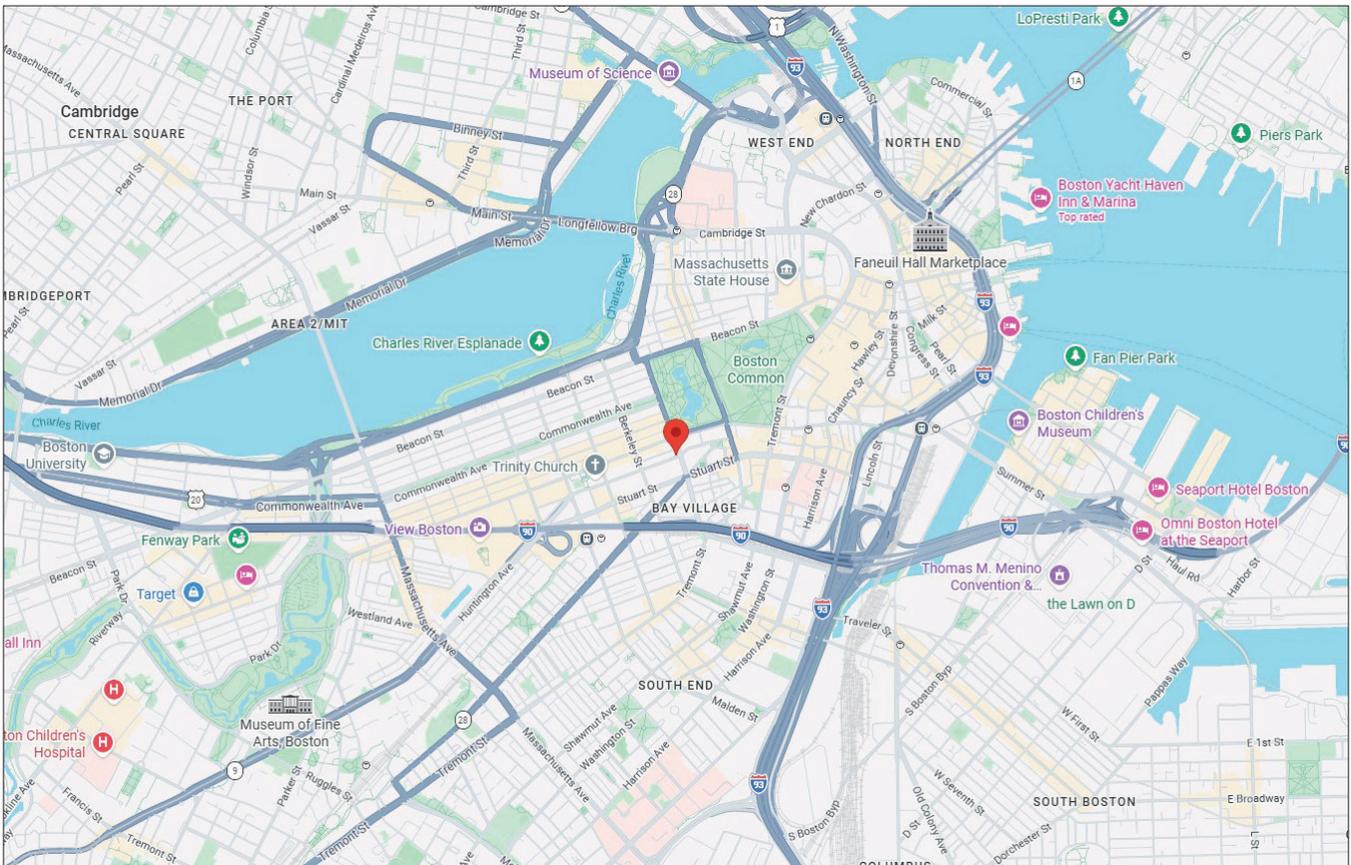
Collector: 617-635-4131

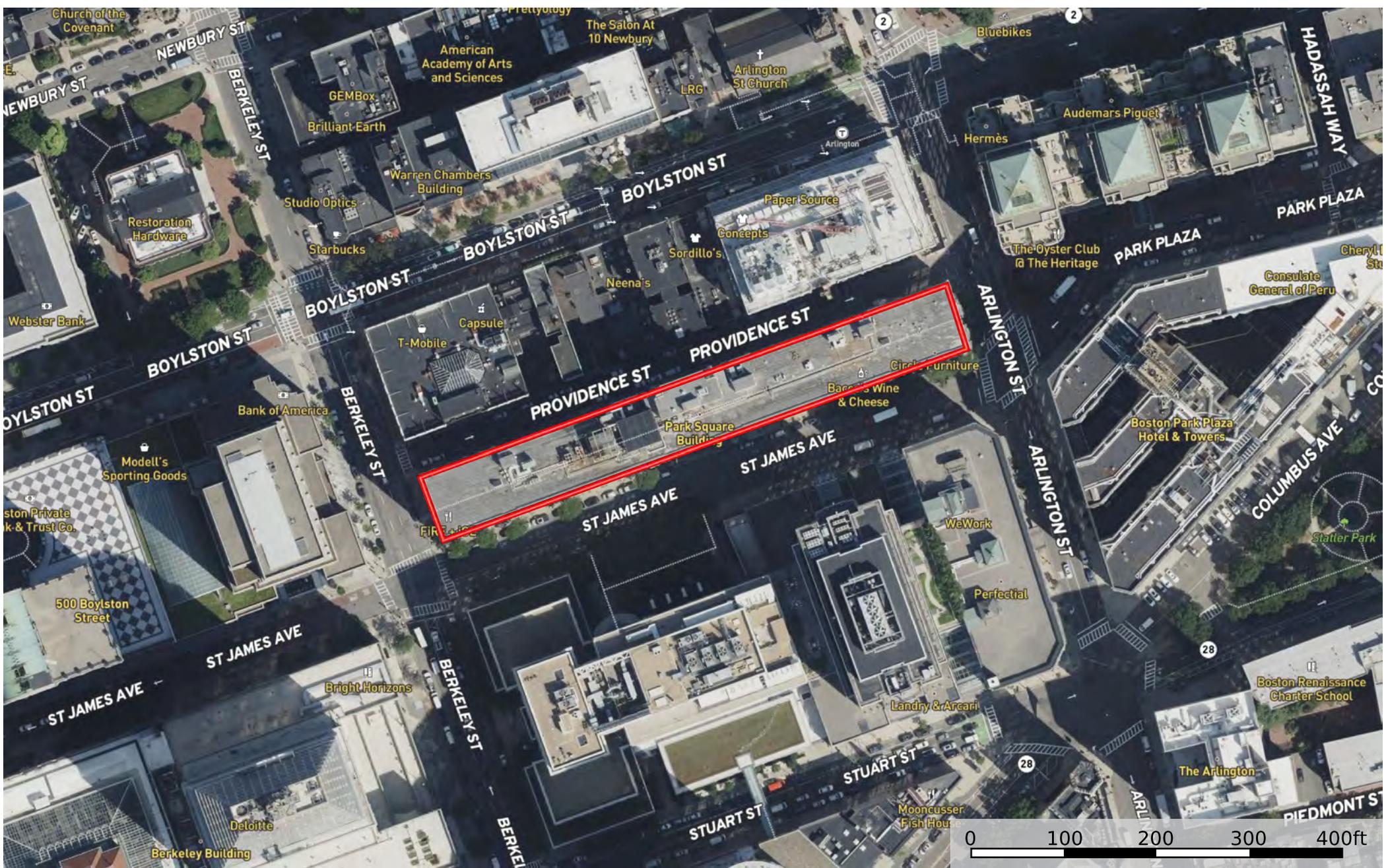
DISCLAIMER: This information is derived from sources believed correct, but is not guaranteed. Interested parties shall rely entirely on their own information, judgment and inspection of the property records. All properties sold on an "AS IS, WHERE IS" basis. Tranzon strongly recommends you contact the appropriate offices to verify information as well as review files pertaining to this property, including, but not limited to, Code Enforcement, Zoning, Planning Board, Assessor, and Collector files.

AREA MAP



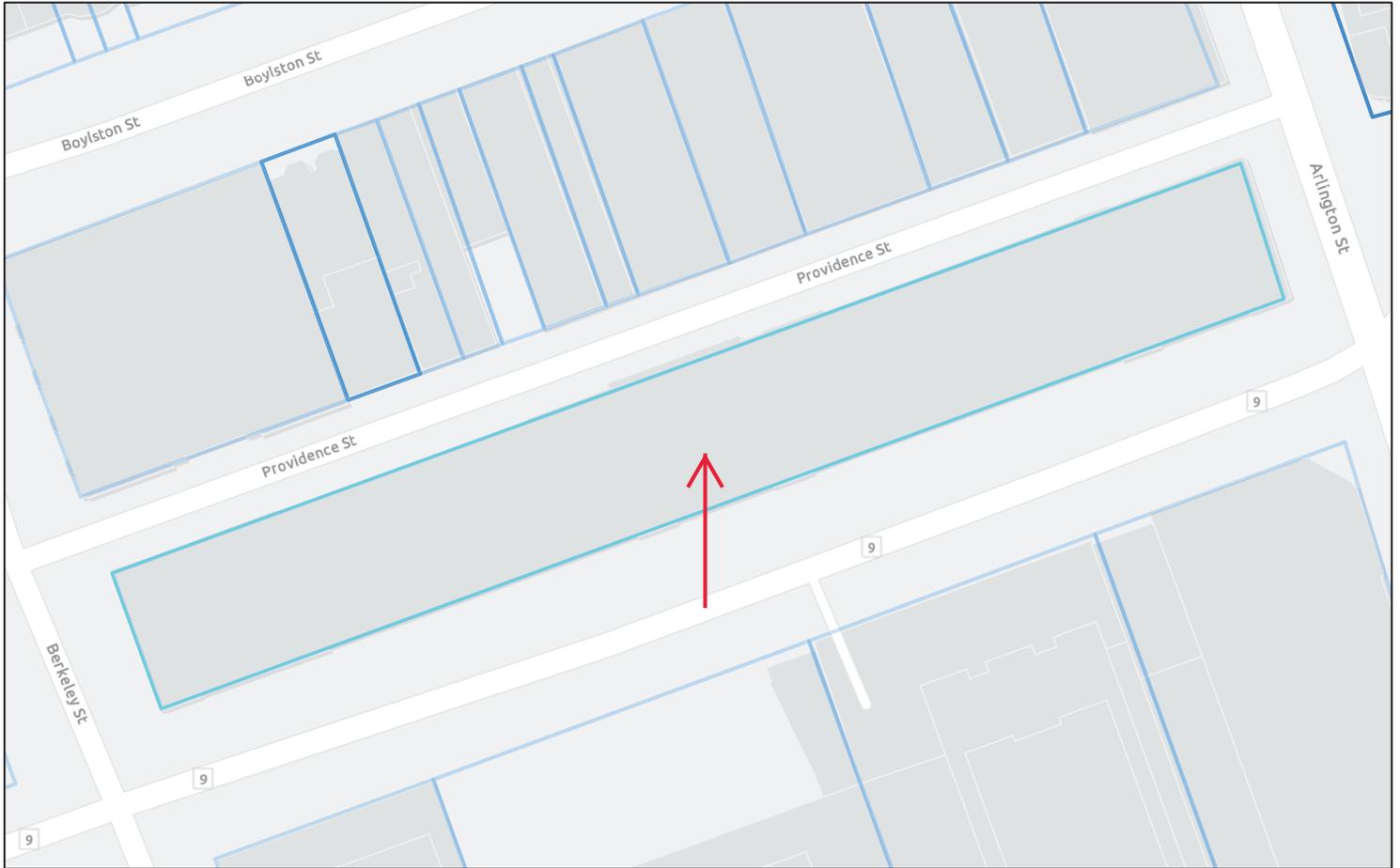
PROPERTY LOCATION MAP





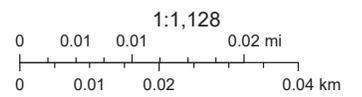
 Boundary **BOUNDARY OUTLINE IS APPROXIMATE**

ArcGIS Web Map



2/10/2026, 1:18:53 PM

ASG PROPERTY ASSESSMENT PARCEL JOIN FY25 - ASG.PROPERTY ASSESSMENT PARCEL JOIN FY25



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Tranzon Auction Properties Note: The city assessor and tax offices use 140-214 Providence St as the location for the subject property typically referred to as 31 Saint James Avenue.

This form approved by Commissioner of Revenue

COMMONWEALTH OF MASSACHUSETTS
 CITY OF BOSTON
 OFFICE OF THE COLLECTOR-TREASURER
 ONE CITY HALL SQUARE, BOSTON, MA 02201



COLLECTOR OF TAXES
ASHLEY R. GROFFENBERGER

FY 2026
CITY OF BOSTON
REAL ESTATE TAX

Office of the Assessor 617-635-4287
 Office of the Collector 617-635-4131

Office Hours: Monday - Friday 9:00 AM - 5:00 PM

OMV ASSOCIATES LPS MASS LPS
 C/O CAPITOL PROPERTIES INC
 115 BROADWAY
 NEW YORK NY 10066

PAYMENTS CAN BE MADE ONLINE AT:
www.boston.gov/taxpayments
 PAYMENTS CAN BE MADE BY PHONE AT
 (855) 731-9898
 credit/debit card payments are subject to fees

MAKE CHECKS PAYABLE TO:
THE CITY OF BOSTON

MAIL CHECKS TO:
BOX 55808
BOSTON, MA 02205

If you are using a payment service to pay this bill, you
 MUST indicate the **TAX YEAR** and **BILL NUMBER** on the check

TAXPAYER'S COPY
3RD QUARTER

Do not send cash

WARD	PARCEL NO.	BILL NUMBER	BANK NO.	
05	01156-000	126869		
LOCATION			AREA	
140 214 PROVIDENCE ST			45440	
RESIDENTIAL		OPEN SPACE	COMMERCIAL	INDUSTRIAL
Tax Rate Per \$1,000		12.40	26.96	26.96
CLASS	DESCRIPTION	ASSESSED OWNER		
C C	LAND BUILDING	OMV ASSOCIATES LPS MASS LPS		

IMPORTANT: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

IF YOU WISH TO CONTEST YOUR ASSESSMENT, YOU MAY FILE AN ABATEMENT BY 02/02/2026.
 DEADLINE FOR PAYMENT WITHOUT INTEREST IS 02/02/2026.

Please detach this portion and remit this slip with payment

TOTAL FULL VALUATION	118,617,800.00
RESIDENTIAL EXEMPTION	.00
TOTAL TAXABLE VALUATION	118,617,800.00
COMMUNITY PRESERVATION ACT	31,952.40
SPECIAL ASSESSMENT	.00
CODE VIOLATIONS	.00
TOTAL TAX & SPEC ASSMNT. DUE	3,229,888.29
PERSONAL EXEMPTIONS	.00
PAYMENTS TO DATE/CREDITS	2,115,763.22
NET TAX & SPEC. ASSMNT. DUE	1,114,125.07
PRELIMINARY OVERDUE	.00
1ST TAX PAYMENTS DUE BY 02/02/2026	557,062.54
2ND TAX PAYMENTS DUE BY 05/01/2026	557,062.53
TAX DUE	557,062.54
FEES	.00
INTEREST	.00
TOTAL DUE	557,062.54
Pay by 02/02/2026	

This form approved by Commissioner of Revenue

WARD	PARCEL NO.	BILL NUMBER	BANK NO.
05	01156-000	126869	

LOCATION
 140 214 PROVIDENCE ST

COLLECTOR OF TAXES
ASHLEY R. GROFFENBERGER

ASSESSED OWNER: OMV ASSOCIATES LPS MASS LPS

OMV ASSOCIATES LPS MASS LPS
 C/O CAPITOL PROPERTIES INC
 115 BROADWAY
 NEW YORK NY 10066

COMMONWEALTH OF MASSACHUSETTS
CITY OF BOSTON

MAKE CHECKS PAYABLE TO:
THE CITY OF BOSTON

MAIL CHECKS TO:
BOX 55808
BOSTON, MA 02205

Do not send cash

COLLECTOR'S COPY
2026 REAL ESTATE TAX
3RD QUARTER

TAX DUE	557,062.54
FEES	.00
INTEREST	.00
TOTAL DUE	557,062.54
Pay by 02/02/2026	

00182082026300126869700557062544

FISCAL YEAR 2026 TAX: This tax bill shows the amount of real estate taxes you owe for fiscal year 2026 (July 1, 2025 - June 30, 2026). The tax shown in this bill is based on assessments as of January 1, 2025. This bill also shows betterments, special assessments and other charges.

PAYMENT DUE DATES: The City of Boston has adopted Mass. Gen. Law Ch. 59 § 57C which establishes a quarterly property tax bill system. The preliminary tax was payable in two installments. The first payment was due on August 1, 2025 and the second payment was due on November 1, 2025. Your preliminary tax payments are shown on this bill as a credit against FY 2026 tax, special assessments and other charges. If tax bills were mailed on or before December 31, 2025, the balance remaining after credit for preliminary tax payments is payable in two equal installments. Your first payment is due on February 1, 2026. Your second payment is due on May 2, 2026. However, if tax bills were mailed after December 31, 2025, the entire balance remaining is due on May 2, 2026, or 30 days after the bills were mailed, whichever is later.

Payments are considered made when received by the Collector. To obtain a receipted bill, enclose a self-addressed stamped envelope and both portions of the bill with your payment.

If you have a mortgage with a real estate escrow account, it is important that you forward this bill to the mortgagee in sufficient time so that the bill can be paid timely.

INTEREST CHARGES: If your payments are not made by their due dates, interest at the rate of 14% will be charged on the amount of the payment that is unpaid and overdue. If tax bills were mailed on or before December 31, 2025, interest will be computed on overdue first payments from February 1, 2026 and on overdue second payments from May 2, 2026 to the date payment is made. If tax bills were mailed after December 31, 2025, interest will be computed on overdue remaining payments from May 2, 2026 or the payment due date, whichever is later, to the date payment is made. You will also be required to pay charges and fees incurred for collection if payments are not made when due.

ABATEMENT/EXEMPTION APPLICATIONS: You have a right to contest your assessment. To do so, you must file an application for an abatement in writing on an approved form with Assessing Department. You may apply for an abatement, if you believe your property is valued at more than its fair cash value, is not assessed fairly in comparison with other properties, or is not properly classified. The filing deadline for an abatement applications is February 1, 2026. You may be eligible for an exemption from or a deferral of all or some of your tax. In order to obtain an exemption for which you are qualified, you must file an application in writing on an approved form with the Assessing Department. The filing deadline for an exemption such as elderly, surviving spouse or minor, blind, veteran, hardship and surviving spouse or minor of a police officer or firefighter killed in the line of duty under Mass. G.L. Ch. 59 § 5, Cls. 17D, 18, 22A, 22B, 22C, 22D, 22E, 37A, 41C, 42 or 43, or a deferral under Cl. 41A is 3 months after the date tax bills were mailed. The filing deadline for all other exemptions under CH. 59 § 5 is February 1, 2026. The filing deadline for a residential exemption under Ch. 59 § 5C, if not shown on your bill, is 3 months after the date tax bills were mailed.

Application forms are available at the Assessing Department, Room 301, City Hall, Boston, MA 02201, Monday-Friday 9:00 A.M. to 5:00 P.M. Applications are considered filed when received by the Assessing Department. If your application is not received by the applicable deadline, the assessors cannot, by law, grant an abatement or exemption.

FURTHER INFORMATION:

TRAC:
Taxpayer Referral & Assistance Center
Mezzanine, Boston City Hall
Boston, MA 02201
617-635-4287
www.cityofboston.gov/trac

COMMONWEALTH OF MASSACHUSETTS
City of Boston
OFFICE OF THE COLLECTOR-TREASURER
Certificate of Municipal Liens

NO: 99533

Date: 01/27/2026
Ward, Parcel: 05-01156-000
UNIT:

ON REAL ESTATE LOCATED AT: 140 214 PROVIDENCE ST

2026 Assessed To: OMV ASSOCIATES LPS MASS LPS

Assessment 2026 Area: 45,440 SF Land: 44,979,100 Building: 73,638,700 Total: 118,617,800 Tax: 3,229,888.29

Table with columns: Taxes and Apportioned Assessments, Year 2026, Year 2025, Year 2024, Total. Rows include 1st-4th Quarter Balances, Code Enforcement, and Total Owed: 1,114,125.07.

Betterment assessments not yet added to tax

Table with columns: Kind, Book, Page, Lien Attaches, Original Amount, Period of Apportionments, Apportioned. Includes handwritten 'None' for Sidewalk, Street, Sewer, and Inspectional Services.

TOTAL DUE ON THIS CERTIFICATE: 1,114,125.07

Water Charges: Contact Water & Sewer Commission
It is hereby certified from available information that above are listed all taxes and assessments, which on the above date constitute liens on the parcel of real estate specified in your application, dated: 01/27/2026. The AMOUNTS NOW PAYABLE on account of such real estate so far as they are fixed and ascertained are itemized above. Any amount not ascertainable is so stated.

I have no knowledge of any other lien outstanding.
Celia M. Bark
Ass't. Collector-Treasurer

Fee for this certificate, 150.00 Applicant's Name: DUANE MORRIS

This form approved by the Commissioner of Department of Revenue

Handwritten initials in a circle.

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No: BOS.ZF
Historic Name: Park Square - Stuart Street Area
Common Name:
City/Town: Boston
Village/Neighborhood: Back Bay; Commercial Back Bay; South Cove;
Local No:
Year Constructed:
Use(s): Commercial District;
Significance: Architecture; Commerce; Community Planning; Politics Government; Social History;
Designation(s):
Building Materials:
Demolished No



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on: Tuesday, February 10, 2026 at 10:58 AM

INVENTORY FORM A CONTINUATION SHEET

BOSTON

PARK SQUARE – STUART ST AREA

MASSACHUSETTS HISTORICAL COMMISSION

Area Letter Form Nos.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

BOS.ZF [see data sheet](#)

bronze doors (1928) designed by English sculptor Henry Wilson. The bronze doors feature ten relief panels documenting the tea industry in Ceylon in the 1920s.

Densmore, LeClear & Robbins also designed the [Park Square Building, 1-59 St. James Avenue](#) (1922-1923, MHC #2381, photo 8), an eleven-story building faced in limestone and brick. Encompassing over fifteen acres of total floor area, the building occupies the entire city block bounded by St. James Avenue, Providence Street, Arlington Street, and Berkeley Street. The massive fifty-one-bay façade is divided vertically into five principal parts, centering on a rusticated, three-story, five-bay frontispiece on the St. James Avenue elevation. Double-height round-arched openings at the three center bays of the frontispiece contain *thermae* windows over bronze and glass entries. Secondary entries on the end elevations have stone surrounds marked **PARK SQUARE BUILDING** fronting Arlington Street and **207 BERKELEY** fronting Berkeley Street. Fenestration consists of tripartite, paired, and single windows, all of which now contain 1/1 sash. There is a dentil stringcourse over the third floor, another stringcourse concluding the six-story shaft at the ninth floor, and a two-story cap. Exterior modifications include the removal of the cornice, façade parapet wall, and rooftop balustrade at an unknown date. The Park Square Building retains one of the finest ground-level interiors of any commercial building in the area. The barrel-vaulted entry vestibule off St. James Avenue opens onto a flat-ceilinged, interior arcade lined with stores along the building's east-west axis, from Arlington to Berkeley Streets. Many of the arcade storefronts, particularly at the Berkeley Street end, retain their multi-pane glazing and bronze work executed by The Gorham Company of Providence, Rhode Island.

Two buildings on Clarendon Street display references to the Classical Revival. The eight-story, brick and stone [Publishers Building, 131 Clarendon Street](#) (1922, MHC #2367, photo 1, George Nelson Meserve, archt.), was remodeled in 1935-1936 with an Art Deco entry to the upper-level offices, but retains stringcourses over the two-story base and five-story shaft, as well as a copper modillion cornice. The thirteen-story, brick and limestone [Young Women's Christian Association Building, 140 Clarendon Street](#) (1927, MHC #2368, NRIND 2004, Shepard and Stearns, archt.) is uncommon in the area for its two-tier, three-bay integral entry porch, consisting of round-arched openings springing from stylized pilasters, and enclosing a double-door entry with five-pane sidelights and a round-arched glazed transom. Other details include a dentil cornice over the third floor, a copper modillion cornice at the roofline, and swags in the window spandrels between the twelfth and thirteen floors.

Other modest examples of the Classical Revival are found in two areas of the area with small-scale business blocks. Classical Revival buildings extending from Columbus Avenue through to Stuart Street have finished elevations on both streets. At the head of the block where Columbus Avenue crosses Stuart Street is [129-133 Columbus Avenue](#) (1913-1914, MHC #2370, Hurd & Gore, archt.), a three-story, red brick building with five bays on Columbus Avenue, a single-bay canted corner fronting the intersection, and seven bays on Stuart Street. Characteristic Classical Revival detailing includes the brick and limestone piers between storefronts on the ground floor, double-height brick pilasters on the second and third floors carrying keyed, segmental-arched window heads over the third floor, a limestone cornice, and a brick parapet wall above. Windows on the third floor of the Stuart Street elevation have round-arched heads. The five-story building with brick and stone cladding at [135-137 Columbus Avenue](#) (1919-1920, MHC #2372, Mowll & Rand, archt.) displays nearly identical façade and rear elevations. While the storefronts have been somewhat altered with plastic panels and aluminum, the three-bay-wide upper levels retain full-height brick pilasters, tripartite windows with 1/1 sash, stone stringcourses over the ground and fifth floors, and a stone cornice. Corner piers display a decorative diamond design in brick at the ground floor, and tabbed medallions on the fifth floor. Victorian eclectic brick stables on Stanhope Street were remodeled in the 1920s, some with modest references to the Classical Revival. The former stable at [25-27 Stanhope Street](#) (ca. 1868-1874, MHC #2386) displays stone window lintels and sills on the three upper floors, plus paired 1/1 sash and a cornice with cut brick resembling dentils.

**Park Square - Stuart Street Area
Boston, Massachusetts**

District Data Sheet

<i>Assessor's Map/Parcel</i>	<i>MHC #</i>	<i>Historic Name</i>	<i>Address</i>	<i>Date of Construction</i>	<i>Style</i>	<i>Resource Type</i>
501144000	2370		129-133 Columbus Avenue/ 308 Stuart Street	1913-1914	Classical Revival	B
501135000	2371	Armory of the First Corps of Cadets	130 Columbus Avenue	1891-1897	Romanesque Revival	B
501145000	2372		135-137 Columbus Avenue	ca. 1919	Classical Revival	B
501146000	2373		139-145 Columbus Avenue	1881	Panel Brick/Class. Rev.	B
501147000	2374		147-153 Columbus Avenue/ 320 Stuart Street	1881	Panel Brick/No style	B
501148000	---		155 Columbus Avenue	---	---	vacant lot
501134000	2375	Carter, Dinsmore & Co. Factory	162-172 Columbus Avenue	1883-1884	Queen Anne/ Renaissance Revival	B
501149000	2376	Salvation Army Mass. Headquarters	187 Columbus Avenue	1950	Moderne	B
401146000	2377	Youth's Companion Building	195-215 Columbus Avenue/ 140 Berkeley Street	1890-1892	Richardsonian Romanesque	B
401147000	2379	Pope Manufacturing Building	219-223 Columbus Avenue	1891/1896-1897	Second Renaissance Rev.	B
500139000	2380	Motor Mart Garage	60-72 Eliot Street/ 201 Stuart Street	1926	Classical Modern	B
500811000	9013	Emancipation Group	Park Plaza	1879	---	O
	9612	Emancipation Group park		1870s	---	Si
	9613	granite retaining wall		2nd quarter 20C	---	St
501156000	2381	Park Square Building	1-59 St. James Avenue	1922-1923	Classical Revival	B

ZONING

For your convenience, the Establishment of Districts is included in this package. Please contact the municipality to verify accuracy and obtain complete zoning information.

Additional zoning/land use information is available on the City of Boston's website at https://library.municode.com/ma/boston/codes/redevelopment_authority.

Zoning map viewer is available on the City of Boston's website at <https://maps.bostonplans.org/zoningviewer/?pid=0501156000>

Property is in a Boston Massachusetts Historic Commission Historic Inventory Area. Additional information is available on the Massachusetts Cultural Resource Information System (MACRIS).

<https://maps.mhc-macris.net/>

Interested parties should confirm this is the most current zoning/land use information.

TRANZON AUCTION PROPERTIES' DISCLAIMER: This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.



ARTICLE 3 - ESTABLISHMENT OF ZONING DISTRICTS

Footnotes:

--- (1) ---

Editor's note— Ord. No. 471, § 2, effective April 23, 2024, repealed the former Art. 3, §§ 3-1, 3-1A—3-1E, 3-2, App. A, and enacted a new Art. 2 as set out herein. The former Art. 3 pertained to similar subject matter and derived from September 7, 1967, and amended on July 2, 1968; As amended on February 17, 1971, March 20 and May 26, 1972, July 9 and September 27, 1973, October 22, 1974, November 2, 1974; March 24, 1977; June 8, 1977; February 28, 1979, October 22, 1974, February 28, 1979, October 31, 1980, August 20, 1981; June 16, 1982, December 29, 1982; December 30, 1983; November 23, 1984; November 24, 1984; June 24, 1985, April 2, 1987, June 1, 1987; September 23, 1987; January 4, March 8, July 15, 1988 August 30, and October 12, 1988, February 1, March 20, and September 13, 1989, March 20, April 27, and June 14, 1990, January 28, April 1, April 22, June 7, and November 13, 1991, March 19 and October 28, 1992, February 16, May 17, and September 2, 1993 September 7, 1993, October 26, 1995; May 9, 1996; and July 31, 1997; February 15, 2006; January 9, 2008; Text Amd. No. 375, §§ 1A., 1B., 11-16-11; Text Amd. No. 429, § 1, 12-13-2017; Text Amd. No. 452, §§ 1A., B., 1C., 10-26-2021.

Section 3-1. - Division of City Into Districts.

For the purposes of this code, the City is hereby divided into districts as follows:

one class of mixed use district: S (squares and streets)

two classes of residential districts: R (general); H (apartment)

two classes of business districts: L (local); B (general)

three classes of industrial districts: M (restricted manufacturing); I (general); MER (maritime economy reserve)

one class of open space district: OS (open space)

downtown districts (established pursuant to Section 3-1C (Neighborhood District)), as listed in Subsection (f) of this Section;

neighborhood districts (established pursuant to Section 3-1B (Downtown District), as listed in Subsection (g) of this Section;

the Harborpark District (established pursuant to Section 3-1D), as listed in Subsection (h) of this Section; and

special districts (established pursuant to Section 3-1E), as listed in Subsection (i) of this Section.

Land in private ownership shall not be included in the open space class of district without the

written consent of the owner.

Each of the residential, business, and industrial classes is further subdivided into subdistricts, which are identified by a number specifying the maximum allowed floor area ratio and some of which have a second number specifying a height limit. The open space district may be divided into open space subdistricts in accordance with the provisions of Article 33. Mixed Use Districts, downtown districts, neighborhood districts, special districts, and the Harborpark District are divided into variously titled subdistricts and subareas, as set forth in the applicable articles of this code.

- (a) **Mixed Use Districts:** S0, S1, S2, S3, S4, S5
- (b) **Residential Districts:** R-.8 General, H-1-50, H-1, H-2-65, H-2 Apartment, H-3-65, H-3, H-4, H-5
- (c) **Business Districts:** L-.5, L-1, L-2-65, L-2, B-1, B-2, B-3-65, B-4, B-6-90a General, B-6-90b, B-8-120a, B-8-120b, B-8-120c, B-8, B-10
- (d) **Industrial Districts:** M-1, M-2 Restricted Manufacturing, M-4, M-8, I-2 General Industrial, MER-2, Maritime Economy Reserve
- (e) **Open Space Districts:** OS (Open Space), OS-A (Air-Right), OS-CM (Cemetery), OS-G (Community Garden), OS-P (Parkland), OS-RC (Recreation), OS-SL (Shoreland), OS-S (Stadium), OS-UP (Urban Plaza), OS-UW (Urban Wild), OS-WA (Waterfront Access Area)
- (f) **Downtown Districts**

Cambridge Street North District	Leather District
Bulfinch Triangle District	
Chinatown District	North Station Economic Development Area
Government Center/Markets District	South Station Economic Development Area
Huntington Avenue/Prudential Center District	Stuart Street District
Skyline Districts: SKY, SKY-LOW	

(g)

Neighborhood Districts

Allston-Brighton Neighborhood District	Jamaica Plain Neighborhood District
Audubon Circle Neighborhood District	Massachusetts College of Pharmacy Institutional District
Bay Village Neighborhood District	Mission Hill Neighborhood District
Beth Israel Hospital Institutional District	New England Deaconess Hospital Institutional District
Charlestown Neighborhood District	Newmarket 21st Century Industrial District
Dana-Farber Cancer Institute Institutional District	North End Neighborhood District
Dorchester Avenue Neighborhood District	Roslindale Neighborhood District
Dorchester Neighborhood District	Roxbury Neighborhood District
East Boston Neighborhood District	Saint Vincent Neighborhood District
Fenway Neighborhood District	South Boston Neighborhood District
Greater Mattapan Neighborhood District	South End Neighborhood District
Hyde Park Neighborhood District	West Roxbury Neighborhood District

(h) **Harborpark District**

(i) **Special District**

Central Artery Special District

The boundaries of the above districts are established as shown on a series of maps entitled "Zoning Districts City of Boston," dated August 15, 1962, on file in the office of the City Clerk, which maps, with all explanatory matter thereon, and all maps which, by amendment of this

code, may be substituted therefor or made supplemental thereto shall be deemed to be, and are hereby made, a part of this code.

The locations of open space districts shall be identified and designated by map or text amendment of this code. Notwithstanding that the site of a designated open space district appears to be in a residential, business, industrial, or other district on any map in the series of maps entitled "Zoning Districts City of Boston," such site is in an open space district.

(Text Amd. No. 471, §§ 2, 14i., 14j., 4-23-2024; Text Amd. No. 475, § 1, 5-30-2024; Text Amd. No. 491, 10-28-2025)

Section 3-1A. - Special Purpose Overlay Districts.

A subdistrict or part thereof or a contiguous group of subdistricts or parts thereof may be designated as a special purpose overlay district as follows:

- (a) planned development area (distinguished by the addition of the letter "D" to the designation of the subdistrict or subdistricts);
- (b) urban renewal area (distinguished by the addition of the letter "U" to the designation of the subdistrict or subdistricts);
- (c) restricted and limited parking districts;
- (d) adult entertainment district (distinguished by the addition of the letter "E" to the designation of the subdistrict or subdistricts);
- (e) flood hazard district;
- (f) institutional district;
- (g) restricted roof structure district (distinguished by the addition of an asterisk to the designation of the subdistrict or subdistricts);
- (h) interim planning overlay district;
- (i) limited height district (distinguished by the addition of a second numerical suffix added to the basic district designation);
- (j) greenbelt protection overlay district;
- (k) density limitation district;
- (l) groundwater conservation overlay district;
- (m) smart growth overlay district. Other special purpose overlay districts may be designated in downtown districts, neighborhood districts, and the Harborpark District, as provided in the articles governing such districts. In an overlay district the regulations specified for the base subdistrict or subdistricts shall apply, insofar as they are not in conflict with special

regulations specified for a particular overlay district;

(n) urban agriculture overlay district;

(o) greenway overlay district;

(p) resilience overlay district

- a. **Planned Development Areas.** The whole or any part of a subdistrict may be established as a planned development area if such area contains not less than one acre and the commission has received from the Boston Redevelopment Authority, and has approved, a development plan or, if the area contains not less than five acres and is not located in a residential zoning district, a master plan for the development of the planned development area. Before transmittal to the commission, such development plan or master plan shall have been approved by said Authority after a public hearing, provided, however, that no development plan or master plan shall be approved by said Authority unless said Authority finds that such plan conforms to the general plan for the city as a whole and that nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare. A development plan shall set forth the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation, proposed dimensions of structures, and may include proposed building elevations, schematic layout drawings and exterior building materials, and such other matters as said Authority deems appropriate to its consideration of the proposed development of the area. ¹ [2]

If the area contains not less than 5 acres and is not located in a residential zoning district, a master plan may be submitted setting forth only a statement of the development concept, including the planning objectives and character of the development, the proposed uses of the area, the range of dimensional requirements contemplated for each of the proposed uses, the proposed phasing of construction of the development and such of the other items set forth above as said Authority may request in order to make its required finding. No work shall proceed in any planned development area established by the commission on the basis of an approved master plan until a development plan for the area, or portion thereof in which work is to proceed, conforming to the foregoing requirements has been approved by the Authority and the commission, in each case after a public hearing.

To insure that no work proceeds other than in accordance with an approved development plan, no structure shall be erected, reconstructed, or structurally changed or extended in a planned development area, whether or not a master plan has been approved for such area, unless all drawings and specifications therefor shall have been subjected to design review and approved by said Authority. The Building Commissioner shall not issue any building or use permit with respect to any building, structure, or land within a planned development area unless the

Director of said Authority has certified on the application therefor and on each and every plan filed with the Building Commissioner in connection therewith that the same is consistent with the development plan for such planned development area or the portion thereof to which said permit relates. Except as otherwise provided in [Article 6A](#) or Article 80, planned development areas shall be subject to all the provisions of this code applicable to the subdistrict in which the area is located.

- b. **Urban Renewal Areas.** Upon application from the Boston Redevelopment Authority, the whole or any part of a subdistrict may be established as an urban renewal area if all land within such urban renewal area is the site of or for a low rent housing project, or a housing project for elderly persons of low income, or consists solely of land, including land under water, with respect to which an agreement has been entered into with said Authority establishing use and dimensional controls as specified in a land assembly and redevelopment, or urban renewal plan, as defined in Chapter 121 of the General Laws. [Articles 8](#), 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and the provisions of this code establishing use, dimensional, parking, and loading requirements for any Neighborhood District established under [Section 3-1B](#) (Downtown District) or for any Downtown District established under [Section 3-1C](#) (Neighborhood District) or for any Harborpark District established under [Section 3-1D](#) shall not apply to urban renewal areas; but except as otherwise provided in [Article 6A](#), urban renewal areas shall be subject to all other provisions of this code applicable to the subdistrict in which the area is located.
- c. **Restricted and Limited Parking Districts.** In a restricted parking district, off-street parking facilities, including parking lots, parking garages, and parking accessory or ancillary to any use other than Use Items numbered 1 through 15, shall be conditional uses which may be granted only in conformance with the provisions of [Section 6-3A](#) as well as [Sections 6-2](#), [6-3](#) and [6-4](#).
In a limited parking district, Use Item Nos. 58 and 59, parking lot and parking garage, shall be forbidden uses. (Note: These restrictions are not applicable to land of agencies or authorities of the Commonwealth of Massachusetts or the United States of America that are not subject to municipal zoning.)
- d. **Adult Entertainment District.** An adult entertainment district is an overlay district in which Use Items No. 34A and 38A (adult books and adult entertainment) are allowed, and in which the prohibition of moving or flashing signs in [Section 11-2](#) does not apply.
- e. **Flood Hazard Districts.** The location of and regulations for flood hazard districts are set forth in [Article 25](#) of this code.
- f. **Institutional District.** Notwithstanding the provisions of Table B of [Section 8-3](#) (Use Regulations), in an institutional district the following uses are conditional uses in instances

where they would otherwise be allowed under said Table B: any use listed under Use Item No. 16, 17, 20, 22A, 28, 29, or 30. Use Item No. 72, accessory parking, shall be a conditional use if the main use to which it is accessory is in existence at the time that new or additional parking spaces are applied for and if such main use is a use listed under Use Item No. 11, 12, 13, 13A, 14, 16, 16A, 17, 18, 19, 20, 22A, 28, 29, or 30.

- g. **Restricted Roof Structure Districts.** All or part of a subdistrict that is characterized by groups of buildings with identical or similar heights within such groups may be designated as a restricted roof structure district, the regulations for which are set forth in Section 16-8.
- h. **Interim Planning Overlay District.** A district or group of districts or a subdistrict or group of subdistricts or parts thereof (hereafter referred to as an area) may be established as an interim planning overlay district when it is determined by the Zoning Commission that:
 - (1) the existing zoning is thought to be inappropriate;
 - (2) a rezoning of the area is anticipated;
 - (3) a comprehensive planning study preceding the anticipated rezoning is needed; and
 - (4) interim land use regulations are essential to maintain the status quo in the area and prevent introduction of changes to the area which may be incompatible with the goals of the comprehensive planning study or anticipated rezoning. The regulations governing the interim planning overlay district are set forth in Article 27.
- i. **Limited Height Districts.** A limited height district may be established by map amendment which adds to the basic subdistrict designation or designations a numerical suffix indicating the maximum height in feet for buildings in such district. When such limited height district designation does not appear in the first column of Table B of Section 13-1, the dimensional requirements of such district shall be as specified in said Table B for the base district, except that the maximum height of buildings shall be as specified by such suffix.
- j. **Greenbelt Protection Overlay District.** An area along a Greenbelt Roadway may be established as a Greenbelt Protection Overlay District when the Zoning Commission determines that this designation is necessary to promote the purposes stated in Section 29-1. The requirements and regulations for Greenbelt Protection Overlay Districts are set forth in Article 29.
- k. **Density Limitation District.** All or part of a subdistrict that is characterized by groups of residential buildings with similar heights within such groups may be designated as a density limitation district, the regulations for which are set forth in Use Items No. 8 and No. 8A of Table B in Section 8-3 (Use Regulations). For purposes of this section, usable interior living area is the area of a dwelling unit in a structure as measured by the interior faces of the walls of the unit, but excluding therefrom areas excluded from gross floor area as defined by Section 2-1, "Floor area, gross," but also excluding any open space or open or enclosed

porches, balconies or decks.

- l. **Groundwater Conservation Overlay District.** All or part of a district where structures supported on wood pile foundations are known or thought to be known may be established as a Groundwater Conservation Overlay District, the regulations of which are set forth in Article 32.
- m. **Smart Growth Overlay District.** The whole or part of one or more districts or subdistricts may be established as a Smart Growth Overlay District if such area is in a Downtown District and contains not less than one-half acre of land or air rights or if such area is in a Neighborhood District and contains not less than one acre of land or air rights and if a planning study has been done to determine that the area is an appropriate area to encourage smart growth and increased housing production. The further requirements for adopting a Smart Growth Overlay District are set forth in Article 87.
- n. **Urban Agriculture Overlay District.** All or portions of the Greater Mattapan Neighborhood District may be established as an Urban Agriculture Overlay District when the Zoning Commission determines that this designation is necessary and appropriate for the reasons stated in Section 60-28. No other Districts or subdistricts in the City are permitted to adopt this overlay district.
- o. **Greenway Overlay District.**
- p. **Resilience Overlay District.** All or part of one or more subdistricts may be established as a Resilience Overlay District when the Zoning Commission determines that this designation is necessary and appropriate to advance the City's goal of protecting persons and structures from adverse impacts of climate change through resilient planning and design. The Zoning Commission may designate different types of Resilience Overlay District to address specific impacts and responses. These may include, but are not limited to coastal flooding, stormwater flooding, urban heat islands, and urban forest protection. The requirements and regulations for Coastal Flood Resilience overlay districts are set forth in Article 25A.

(Text Amd. No. 471, §§ 2, 14g., 14i., 14j., 4-3-2024; Text Amd. No. 488, § 2, 10-28-2025)

Footnotes:

--- (2) ---

None of the changes to this code adopted in Text Amendment No. 94, effective September 23, 1987, shall apply to any site or project for which application for approval of a development plan or master plan has been submitted to the Boston Redevelopment Authority pursuant to Section 3-1A.a prior to July 22, 1987, provided that a development plan or master plan has been or is hereafter approved by the Boston Redevelopment Authority pursuant to such application, whether or not such application or such development plan or master plan is thereafter modified or amended.

Section 3-1B. - Downtown District.

A district or group of districts or a subdistrict or group of subdistricts or parts thereof (hereafter referred to as an area) may be designated a downtown district after a planning study of the area has been conducted. The regulations governing any such downtown district are set forth in Articles 38, 39, 40, 41, 43, 44, 45, 46, and 47A. The boundaries of any such downtown district are shown on the "Zoning Districts City of Boston" maps, as amended, or supplements thereto. Downtown districts are listed in Section 3-1(f). The provisions of this code establishing use, dimensional, parking, and loading requirements for the downtown districts shall not apply to urban renewal areas established under Section 3-1A.b

(Text Amd. No. 471, § 2, 4-3-2024)

Section 3-1C. - Neighborhood District.

A district or group of districts or a subdistrict or group of subdistricts or parts thereof (hereafter referred to as an area) may be designated as a neighborhood district after a planning study of the area has been conducted. The regulations governing any such neighborhood district are set forth in an article of this code pertaining to such district. The boundaries of any such neighborhood district are shown on the "Zoning Districts City of Boston" maps, as amended, or supplements thereto. A subdistrict or subdistricts within a neighborhood district may be distinguished on such maps or supplements by the addition of the letter "N" to the designation of such subdistrict or subdistricts. The provisions of this Code establishing use, dimensional, parking, and loading requirements for the neighborhood districts shall not apply to urban renewal areas established under Section 3-1A.b. of this Code.

(Text Amd. No. 471, § 2, 4-3-2024)

Section 3-1D. - Harborpark District.

The Harborpark District is established pursuant to the provisions of Article 42A, 42B, 42C, 42D, 42E, and 42F. The provisions of this code establishing use, dimensional, parking, and loading requirements for the Harborpark District shall not apply to urban renewal areas established under Section 3-1A.b.

(Text Amd. No. 471, § 2, 4-3-2024)

Section 3-1E. - Special District.

A district or group of districts or a subdistrict or group of subdistricts or parts thereof (hereafter referred to as an area) may be designated a special district after a planning study of the area has been conducted. The regulations governing any such special district are set forth in an

article of this code pertaining to such district. The boundaries of any such special district are shown on the "Zoning Districts City of Boston" maps, as amended, or supplements thereto. Special districts are listed in Section 3-1(i).

(Text Amd. No. 471, § 2, 4-3-2024)

Section 3-2. - Interpretation of District Boundaries.

Where a district boundary is indicated on a map constituting part of this code as approximately following, or parallel to, the center line or side line of a street, highway, railroad right-of-way, or water course, such boundary shall be construed as following, or as being parallel to, such center line or side line. Where a district boundary is indicated on such a map as approximately following a lot line, such line shall be construed to be said boundary. If no distance is indicated on such a map for a district boundary running parallel to the center line or side line of a street or highway, such dimension shall be assumed to be one hundred feet from such line or, if as determined by the use of the scale shown on such map it is at least twenty feet more, or twenty feet less, than one hundred feet, it shall be as so sealed.

(Text Amd. No. 471, § 2, 4-3-2024)

SALE/LEGAL DOCS



MEMORANDUM OF SALE

31 Saint James Avenue, Boston, Suffolk County, Massachusetts

This Memorandum of Sale is made this ____ day of March, 2026, by and among BK2017-BNK8 SAINT JAMES AVENUE, LLC, a Delaware limited liability company, with an address of c/o LNR Partners, LLC, 2340 Collins Avenue, Suite 700, Miami Beach, Florida 33139 (the "Mortgagee"), AUCTION PROPERTIES LIMITED, d/b/a Tranzon Auction Properties, a Maine limited liability company, with an address of 257 Deering Avenue, Suite 204 Portland, Maine 04103 (the "Auctioneer"), and _____ (the "Buyer").

Subject to and in accordance with the terms and conditions set forth in that certain Notice of Sale attached hereto as Exhibit "A" and incorporated herein by reference, and as supplemented by further terms set forth below, the Buyer hereby agrees to purchase the Property more fully described in the Notice of Sale.

The Property shall be conveyed by the usual mortgagee's deed under the statutory power of sale, and, unless otherwise agreed to in writing by the parties hereto, the Mortgagee will provide and/or execute only the following documents: foreclosure deed, secured party bill of sale, affidavit of sale, power of attorney for certificate of entry, certificate of entry, and compliance with conditions precedent affidavit. The conveyance of the Property by the Mortgagee upon the payment in full of the Purchase Price is referred to herein as the "Closing". The Property shall be conveyed subject to any and all restrictions, orders of conditions, easements, improvements, outstanding tax titles and taxes, municipal or other public taxes or assessments, federal or state tax liens, other liens or claims in the nature of liens and existing encumbrances of record which have priority over the lien being satisfied, if any, any outstanding tenancies and/or leases, the rights of any parties in possession, any outstanding water or sewer bills or liens, violations, if any, of the Commonwealth Sanitary Code or any other Federal, Commonwealth, or local statute, public health rule or regulation as may be in force and effect, any rights of persons under the Servicemembers' Civil Relief Act and the provisions of applicable state and local law, including building codes, zoning ordinances and M.G.L. Chapter 21E, and all other matters provided for in M. G. L. c. 183A, § 6 and M. G. L. c. 254 § 5 and 5A. Where applicable, the Property shall be conveyed subject to unpaid condominium fees pursuant to M.G.L. Chapter 183A, as amended, and sewer betterment assessments pursuant to M.G. L. c. 111 s. 127B ½.

The bid price for which the Property has been sold to the Buyer is \$_____ (the "Purchase Price"), of which \$250,000.00 (the "Deposit") has been paid this day in accordance with the terms of the Notice of Sale. The sale shall not be deemed completed until the Buyer has made the Deposit and has signed this Memorandum of Sale. By 2:00 p.m. Eastern Time on March 15, 2026, the Buyer shall make a second deposit in the amount of \$_____ (the "Second Deposit"), which Second Deposit shall be paid at the law offices of Duane Morris LLP, 2 Monument Square, Suite 505, Portland, ME 04101 by certified or bank check made payable to the Mortgagee. The balance of the Purchase Price shall be paid to the Mortgagee by wire transfer of immediately available funds on or before 2:00 p.m. Eastern Time on March 25, 2026. Time is of the essence of this Memorandum of Sale. The Buyer shall pay all recording and closing costs and fees, including, but not limited to, all recording fees, transfer taxes and excise tax stamps, and the Buyer's attorneys' fees. The Buyer acknowledges and agrees that the Buyer: (i) has had adequate opportunity to research all existing liens, encumbrances, taxes, fees and other charges with respect to the Property; (ii) is purchasing the Property subject to any and all said liens, encumbrances, taxes, fees and other charges associated with the Property; and (iii) the payment, release, remedying and/or satisfaction of any and all said liens,

encumbrances, taxes, fees and other charges associated with the Property shall be the sole responsibility of the Buyer, and the existence of any of same shall in no event release or discharge the Buyer from any of the Buyer's obligations under this Memorandum of Sale, including without limitation the Buyer's remaining payment obligations.

The Mortgagee makes no warranties of any kind whatsoever regarding its title to the Property; or the physical condition, location, or value of the Property; or compliance with any applicable Federal, Commonwealth or local law, ordinance and regulation, including, without limitation, zoning or land use ordinances, the existence or presence of lead paint, urea formaldehyde foam insulation, hazardous waste or oil, asbestos, radon gas. So there is no confusion, the Property is being sold AS IS, WHERE IS, AND WITH ALL FAULTS, subject to all known and unknown defects, unrepaired and without express or implied warranties of any kind, including, without limitations any warranty or representation as to construction, fitness for habitation or condition. The Buyer further acknowledges that the Property is sold subject to any tenants presently in occupancy at the Property. If there is any tenant in the Property, the Buyer, if the Buyer wishes to evict such tenant, to the extent permitted under applicable law, must do so at the Buyer's own expense. No personal property of any tenant of the Property is included in this sale.

The Buyer agrees that the sale will not be invalidated by errors or misdescription of the size of the parcel or land sold, or the improvements which may be thereon. The Buyer agrees to waive any claim or right that the Buyer might otherwise have by reason of any such error or misdescription, and agrees that if the Property can be identified by the description as given or any part thereof, the Buyer will accept same at the full Purchase Price in complete satisfaction and fulfillment on the part of the Mortgagee and Auctioneer of each and all of their obligations of this Memorandum of Sale

Verbal descriptions by the Mortgagee, the Auctioneer or anyone connected with the sale of the Property shall not invalidate nor become part of this Memorandum of Sale, as the Buyer, by bidding at the sale of the Property, acknowledges that the Buyer has examined the Property to the Buyer's satisfaction and accepts all known and unknown defects.

The Buyer shall not attempt to take possession of the Property (or any portion thereof) until the Buyer has paid, in full, the Purchase Price in accordance with the terms of this Memorandum of Sale.

In the event the Mortgagee cannot deliver title as stipulated or otherwise perform its obligations hereunder, the Deposit, and if applicable, the Second Deposit and the balance of the Purchase Price shall be refunded to the Buyer and all rights hereunder shall cease, this Memorandum of Sale shall be null and void, and the Buyer shall have no recourse against the Mortgagee, or its members, managers, employees, agents and representatives, whether at law or in equity.

No representation is made that the Buyer will be able to obtain title insurance (lender's or owner's) on the Property and the Buyer shall be obligated to purchase and the Property as provided herein notwithstanding the fact that the Buyer may not be able to obtain title insurance.

The Buyer acknowledges that, from and after the date of this Memorandum of Sale, the Buyer shall have the sole risk of loss, and the Mortgagee shall have no responsibility for maintaining insurance on the Property. If the Property is damaged by fire or other casualty prior to the Closing, the Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, to the extent any such proceeds may be available to the Mortgagee, Buyer paying therefor the full balance of the Purchase Price.

In the event that the Buyer shall default in purchasing the Property in accordance with the terms of this Memorandum of Sale, the Mortgagee reserves the right to transfer the Property to Mortgagee or sell the Property by foreclosure deed to the second highest bidder, without reoffering the Property at auction, and provided that the second highest bidder shall deposit an amount equal to the sum of the Deposit and the Second Deposit with the law offices of Duane Morris LLP within three (3) business days after written notice of default of the Buyer and title shall be conveyed to second highest bidder within fifteen (15) days of said written notice, unless otherwise agreed in writing between the Mortgagee and the second high bidder.

In addition, in the event that the Buyer defaults in purchasing the Property in accordance the terms of this Memorandum of Sale, the Buyer shall forfeit the Deposit and, if applicable, the Second Deposit to the Mortgagee.

The undersigned Buyer acknowledges that the Buyer has been given a copy of this Memorandum of Sale.

Witness our hands and seals this _____ day of March, 2026

BK2017-BNK8 SAINT JAMES AVENUE, LLC

By: LNR Massachusetts Partners, LLC, its
Manager

By: _____
Name:
Title:

Purchaser's Signature

Print Name of Purchaser

AUCTION PROPERTIES LIMITED, d/b/a
Tranzon Auction Properties

By: _____
Name:
Title:

Street

City, State, Zip

Telephone

Email

EXHIBIT "A"

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage, Assignment of Leases and Rents, and Security Agreement given by OMV Park Square LLC, a Delaware limited liability company ("**Borrower**"), to Bank of America, N.A., dated October 12, 2017 and recorded with the Suffolk County Registry of Deeds (the "**Records**") in Book 58662, Page 1 (the "**Mortgage**"), as affected by a certain assignment of Deed of Trust from Bank of America, N.A. ("**Original Lender**") to Wilmington Trust, National Association, as Trustee for the Benefit of the Registered Holders of BANK 2017-BNK8, Commercial Mortgage Pass-Through Certificates, Series 2017-BNK8, and in its Capacity as Lead Securitization Note Holder ("**Interim Lender**"), effective as of November 15, 2017 and recorded with the Records in Book 58925, Page 208, as further affected by an Assignment of Mortgage, Assignment of Leases and Rents, and Security Agreement and Other Loan Documents from Interim Lender to BK2017-BNK8 Saint James Avenue, LLC, a Delaware limited liability company ("**Lender**"), effective as of February 12, 2025 and recorded with the Records in Book 71159, Page 321, of which Lender is the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 3:00 p.m. (ET) on the 10th day of March, 2026, on the mortgaged premises located at 31 Saint James Avenue, Boston, Massachusetts, all and singular the premises described in the Mortgage.

TO WIT: The following described property is situated in Boston, County of Suffolk and Commonwealth of Massachusetts:

All that certain parcel of land situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, with the buildings thereon, bounded and described as follows:

Northerly by Providence Street, six hundred seven and 40/100 (607.40) feet;

Easterly by Arlington Street, seventy five and 06/100 (75.06) feet;

Southerly by St James Avenue, six hundred four and 31/100 (604.31) feet; and

Westerly by Berkeley Street, seventy five (75) feet;

Containing 45,439 square feet, more or less.

Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over the Mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the Mortgage.

Pursuant to Mass. Gen. Laws ch. 106, § 9-610, this Notice of Mortgagee's Sale of Real Estate shall also constitute notice of Lender's intent and election to cause the sale, at the same time and place

as for the real property described above of all personal property and fixtures located on said real property in which it has a security interest pursuant to the Mortgage and the recorded and filed UCC-1 Uniform Commercial Code Financing Statements, including, but not limited to, the following instruments (as the same have been amended, modified, supplemented, or continued from time to time):

UCC-1 Financing Statement filed with the Delaware Department of State (the “**DE SOS**”) on October 16, 2017 at Filing No. 2017 6875428, naming Borrower as debtor and Original Lender as secured party, as assigned by UCC-3 Financing Statement filed with the DE SOS on December 13, 2017 at Filing No. 2017 8253280 to Interim Lender, as continued by UCC-3 Financing Statement filed with the DE SOS on April 20, 2022 at Filing No. 2022 3313988, and as assigned by UCC-3 Financing Statement filed with the DE SOS on March 7, 2025 at Filing No. 2025 1611679 to Lender; and

UCC-1 Financing Statement recorded in the Records in Book 58662, Page 23, naming Borrower as debtor and Original Lender as secured party, as assigned by UCC-3 Financing Statement recorded in the Records in Book 58925, Page 213 to Interim Lender, as continued by UCC-3 Financing Statement recorded in the Records in Book 67749, Page 323, and as assigned by UCC-3 Financing Statement recorded with the Records in Book 71159, Page 326 to Lender.

Terms of sale: A deposit of Two Hundred Fifty Thousand Dollars (\$250,000.00) by certified or bank check made payable to Lender, BK2017-BNK8 Saint James Avenue, LLC, will be required to be paid by the purchaser at the time and place of sale. Within five (5) days after the date of sale, the deposit shall be increased by purchaser to equal 5% of the total purchase price and to be paid by wire transfer of immediately available funds to an account designated by Lender. The remaining balance is to be paid by wire transfer of immediately available funds to an account designated by Lender within fifteen (15) days from the date of sale. Lender reserves the right to reject any and all bids at any time. Deed and Secured Party Bill of Sale will be provided to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this notice, the description of the premises contained in the Mortgage shall control. Other terms, if any, to be announced at the sale.

/s/ BK2017-BNK8 Saint James Avenue, LLC

Present holder of the Mortgage

By its Attorneys,

Duane Morris LLP

2 Monument Square, Suite 505

Portland, ME 04101

Attn: Stephanie A. Williams, Esq.

CERTIFICATE OF ENTRY

We hereby certify that on this ____ day of March 2026, we were present and saw _____, on behalf of BK2017-BNK8 Saint James Avenue, LLC (“*Mortgagee*”), being the present holder of a certain Mortgage, Assignment of Leases and Rents, and Security Agreement given by OMV Park Square LLC, a Delaware limited liability company (“*Borrower*”), to Bank of America, N.A. (“*Original Lender*”), dated October 12, 2017 and recorded with the Suffolk County Registry of Deeds (the “*Records*”) in Book 58662, Page 1 (the “*Mortgage*”), as affected by a certain assignment of Deed of Trust from Original Lender to Wilmington Trust, National Association, as Trustee for the Benefit of the Registered Holders of BANK 2017-BNK8, Commercial Mortgage Pass-Through Certificates, Series 2017-BNK8, and in its Capacity as Lead Securitization Note Holder (“*Interim Lender*”), effective as of November 15, 2017 and recorded with the Records in Book 58925, Page 208, as further affected by an Assignment of Mortgage, Assignment of Leases and Rents, and Security Agreement and Other Loan Documents from Interim Lender to Mortgagee, effective as of February 12, 2025 and recorded with the Records in Book 71159, Page 321, make an open, peaceable and unopposed entry on the premises described in the Mortgage, for the purpose, by him/her declared, of foreclosing the Mortgage for breach of conditions thereof.

Signed this ____ day of March, 2026.

_____, Witness
By:

_____, Witness
By:

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

_____, 2026

On this ____ day of _____, 2026 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, and _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.

_____ (Affix Seal)

Notary Signature

My commission expires: _____

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