

BMR-320 Charles LLC
c/o BioMed Realty, L.P.
314 Main Street, 14th floor
Cambridge, MA 02142

August 4, 2025

Mayor E. Denise Simmons
Vice Mayor Marc McGovern
Ordinance Committee Chair Marc McGovern
City Councilor Burhan Azeem
City Councilor Marc McGovern
City Councilor Patricia Nolan
City Councilor Sumbul Siddiqui
City Councilor E. Denise Simmons
City Councilor Jivan Sobrinho-Wheeler
City Councilor Paul Toner
City Councilor Ayesha Wilson
City Councilor Catherine Zusy

Cambridge City Hall
795 Massachusetts Ave., 2nd Floor
Cambridge, MA 02139

Re: Commitments and conditions accompanying the zoning amendment petition (the
“**Community Enhancement Overlay Zoning**”) for the East Cambridge Community
Enhancement Overlay District (the “**ECCE District**”) attached as Attachment A

Dear Mayor Simmons, Vice Mayor and Ordinance Committee Chair McGovern, and Councilors
Azeem, Nolan, Siddiqui, Sobrinho-Wheeler, Toner, Wilson, and Zusy:

The purpose of this letter is to describe commitments and benefits that BMR-320 Charles LLC
 (“**BMR**”), a subsidiary of BioMed Realty, L.P., is offering the City of Cambridge in order to
facilitate and enable BMR to redevelop and vitalize the property located at 320 Charles Street
through the construction of a new mixed-use building (the “**Project**”), subject to the satisfaction
of the “Conditions” set forth below.

Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to
them in the City of Cambridge Zoning Ordinance.

BMR Commitments

- (1) BMR agrees to make a total cash contribution in the amount of \$20,000,000 (“**EEH
Benefit Dollars**”) for the benefit of East End House, Inc. (the “**East End House**”) to
develop a new or renovated East End House facility or facilities in accordance with the

EEH-City Agreement (defined below) (the "**New Facility**"), subject to the last sentence of this paragraph. BMR shall deliver an initial payment to East End House of \$1,000,000 to be delivered within 60 days from the date (the "**Zoning Approval Date**") the amendment to the Cambridge Zoning Ordinance, attached hereto as Attachment A, is approved and all applicable appeal periods have expired, with no challenge to the validity of the same having been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity) ("**Initial Payment Date**") directly to East End House. The remaining EEH Benefit Dollars (defined below) shall be delivered directly to the City of Cambridge (the "**City**") for the benefit of East End House in three installments as follows: (a) 25% of the remaining EEH Benefit Dollars (\$4,683,750) to be delivered on or prior to the first anniversary of the Initial Payment Date, provided, however, that an East Cambridge Community Enhancement Overlay Special Permit for the Project (the "**Special Permit**") has been approved and all applicable appeals periods have expired with no challenge to the validity of the same having been made (or in the event of a challenge, the date that the challenge shall have been finally resolved in favor of such validity) (such date, the "**SP Date**") and if the SP Date has not occurred by the first anniversary of the Initial Payment Date, then the amounts made available set forth in this subclause (a) shall be made available on and following the SP Date (such payment date, the "**Second Payment Date**"), subject to the provisions set forth in the following paragraph; (b) 25% of the remaining EEH Benefit Dollars (\$4,683,750) to be delivered on or prior to the second anniversary of the later of the Initial Payment Date or the SP Date; and (c) 50% of the remaining EEH Benefit Dollars (\$9,367,500) to be delivered on or prior to the third anniversary of the later of the Initial Payment Date or the SP Date. Notwithstanding the foregoing or anything to the contrary in this letter, a \$3,249,230 portion of the EEH Benefit Dollars delivered directly to the City pursuant to this paragraph, consisting of (I) a \$812,307.50 portion of the funds referenced in subclause (a) above, (II) a \$812,307.50 portion of the funds referenced in subclause (b) above, and (III) a \$1,624,615 portion of the funds referenced in subclause (c) above (collectively, the "**Discretionary Benefit Dollars**"), shall be deposited into the City's Community Benefits Stabilization Fund for use by the City in its sole discretion.

All payments will be subject to the condition that the East Cambridge Community Enhancement Overlay District and other applicable discretionary permits for the Project have been received and the expiration of the appeal period related thereto with no challenge to the validity of the same having been made (or in the event of a challenge, the date that the challenge shall have been finally resolved in favor of such validity). BMR agrees to submit an application for the Special Permit within one (1) year of the Initial Payment Date ("**SP Application Condition**") in which case, for the avoidance of doubt, the Second Payment Date shall be determined as set forth in subclause (a) above. In the event BMR elects not to satisfy the SP Application Condition in its sole discretion, then notwithstanding anything to the contrary set forth herein, BMR agrees to waive the SP Application Condition and the second payment and subsequent payments shall be delivered on or following the first (1st) anniversary of the Initial Payment Date as set forth in the preceding paragraph. The "**remaining EEH Benefit Dollars**" (\$18,735,000) referenced above shall mean (i) the remaining EEH Benefit Dollars net of the initial \$1,000,000 paid directly to East End House on or about the Initial Payment Date, and (ii) funds contributed directly by BMR to the East End House to advance their

programming and space needs prior to the Zoning Approval Date in the amount of \$265,000 (the “**Previously Disbursed Funds**”).

BMR’s commitment hereunder to deliver the EEH Benefit Dollars to the City is based on the mutual understanding between BMR and the City that the entirety of the EEH Benefit Dollars (with the exception, at the City’s election, of the Discretionary Benefit Dollars) be distributed to the East End House and used for the development, design and construction of the New Facility. For the avoidance of doubt, BMR’s sole obligation under this clause (1) shall be to deliver the EEH Benefit Dollars pursuant to the terms and conditions set forth herein to East End House and the City, as applicable, and the City shall be responsible for disbursing such funds it has received to the East End House (with the exception, at the City’s election, of the Discretionary Benefit Dollars) pursuant to a separate agreement between the City and the East End House (the “**EEH-City Agreement**”), which shall include provisions respecting the disposition of funds by the City in the event the East End House fails to meet applicable conditions set forth in the EEH-City Agreement.

- (2) BMR agrees to make a total cash contribution in the amount of \$1,250,770 to be distributed directly to and equally (i.e., each organization receiving \$416,923.33) among the following three organizations, such contributions to be made 50% on the Initial Payment Date, and 50% on or before the one-year anniversary of the Initial Payment Date:
 - Community Art Center
 - Dance Complex
 - Cambridge Community Center
- (3) BMR agrees to make a total cash contribution directly to the East Cambridge Scholarship Fund in the amount of \$50,000 within 30 days following receipt of a building permit for the Project.
- (4) BMR agrees to make a total cash contribution in the amount of \$500,000 directly to the Cambridge Economic Opportunity Committee to support emergency cash grants for families and elderly residents on the Initial Payment Date.
- (5) In the event one or more of the organizations in the foregoing clauses (2)-(5) elect not to accept their respective contributions, BMR agrees to deliver the associated funds to the City to use as the City sees fit.

Conditions to BMR’s Commitments

Notwithstanding anything to the contrary in the foregoing, BMR’s commitments set forth above are offered, and required, only if the following conditions (the “**Conditions**”) are met:

1. The amendments to the Cambridge Zoning Ordinance set forth in Attachment A are duly adopted in the form attached hereto as Attachment A, and no challenge to the validity of

the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity).

2. With regard to any commitments outstanding as of the date that BMR applies for East Cambridge Community Enhancement Overlay District and/or Article 19 Special Permits for the Project, BMR shall have received such Special Permits, including, without limitation, ECCE Overlay District Special Permits and Article 19 Special Permits from the City of Cambridge Planning Board, and such other permits and approvals as may be necessary to allow for the build-out of the maximum Gross Floor Area contemplated for the Project site by and in accordance with the attached East Cambridge Community Enhancement Overlay Zoning, and no challenge to the validity of any such permits or approvals shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity) and a building permit for the Project shall have been issued.
3. With regard to the EEH Benefit Dollars to be paid or disbursed to East End House, such cash contribution shall be subject to the condition that the New Facility will be located within East Cambridge as defined and provided in the EEH-City Agreement.
4. The City shall be responsible for holding the EEH Benefit Dollars in a separate fiduciary trust account.

In addition to meeting the requirements and conditions of any required permits or approval for the Project (and the payment of any and all fees associated with the issuance of such permits or approvals), BMR is making these commitments and providing the other mitigation referenced above to the City to provide the City with resources to mitigate impacts that might result from the Project as a result of the rezoning and any special permit issued under East Cambridge Community Enhancement Overlay Zoning.

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Very truly yours,

BMR-320 Charles LLC

By: 

Salvatore Zinno

Senior Vice President, Development