

SECOND AMENDMENT TO  
TOWN OF BROOKLINE AMENDED  
SCHOOL SPACE LEASE  
(2024)

THIS SECOND AMENDMENT TO TOWN OF BROOKLINE AMENDED SCHOOL SPACE LEASE (this "Amendment") is made and entered into to be effective on \_\_\_\_\_ (the "Effective Date"), by and between Temple Ohabei Shalom, ("Landlord"), and THE TOWN OF BROOKLINE, acting by and through the Public Schools of Brookline (PSB) on behalf of the User Agency, the Public Schools of Brookline ("Tenant").

WITNESSETH:

A. Landlord and Tenant entered into that certain Town of Brookline Amended School Space Lease, effective August 1, 2020 (the "Lease"), with respect to those certain premises located at 1187 Beacon Street in Brookline, Massachusetts and being more particularly described in the Lease.

B. Landlord and Tenant entered into a First Amendment to Lease effective June 26, 2020.

C. Tenant has requested that the lease be further amended to extend the hours of operation of its occupancy, and Landlord has agreed to this Request, with the new hours to be reflected and the rental terms to be adjusted as set forth in this Second Amendment.

D. All capitalized terms used in this Amendment which are defined in the Lease and not otherwise defined in this Amendment have the meanings given in the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Recitals. The recitals are incorporated herein as though fully stated.
2. Hours of Use: The hours of use, set forth at p.2 of the Lease, shall be amended to change 1:00 pm to 3:00 pm.
3. Base Rent for 2024-2025 Lease Year. The Base Rent for the Lease year running from August 1, 2024 through July 31, 2025 shall be \$294,701.62, to be adjusted for inflation in accordance with the formula set forth at page 3 of the Lease.

4. Ratification. Except as otherwise amended by this Amendment, Landlord and Tenant hereby confirm and ratify all of the covenants, agreements, terms, conditions and other provisions of the Lease and that the Lease is and remains in good standing and in full force and effect.

5. Inconsistencies, Entire Agreement. To the extent that the provisions of this Amendment are inconsistent with the provisions of the Lease, the provisions of this Amendment will control and the Lease will be deemed to be amended hereby. The Lease, together with this Amendment, constitutes the entire agreement of the Landlord and Tenant with respect to the Premises.

6. Multiple Counterparts, Electronic Signatures. This Amendment may be executed in multiple counterparts, each of which will be an original, but all of which, taken together, will constitute one and the same Amendment. This Amendment may be signed by electronic signatures or other electronic delivery of an image file reflecting the execution hereof, and if so signed, may be relied on by all parties as if the document were a manually signed original and will be binding on the undersigned for all purposes. Further, the parties agree that this Amendment may be transmitted by pdf scanned copy of an original signature, and that such document shall be valid and effective to bind the party provided that upon request, an original signature shall be provided to the requesting party.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed by its duly authorized representatives, under seal, all as of the day and year first above written.

LANDLORD:

TEMPLE OHABEI SHALOM

By: \_\_\_\_\_  
Name: Mark Gale  
Title: President

TENANT:

TOWN OF THE BROOKLINE ACTING BY  
AND THROUGH ITS SELECT BOARD AND  
SCHOOL COMMITTEE

By: \_\_\_\_\_  
Bernard Greene, Select Board  
Chair Duly authorized

By: \_\_\_\_\_  
David Pearlman,  
School Committee Chair  
Duly authorized

4878-7716-2654.3