

FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE (the “**First Amendment**”) entered into as of the ____ day of June, 2022, by and between **THE EMANUEL SYNAGOGUE**, having an address at 160 Mohegan Drive, West Hartford, Connecticut, (hereinafter referred to as “**Landlord**” and **THE CHILDREN’S MUSEUM**, a Connecticut corporation having a place of business at 950 Trout Brook Drive, West Hartford, Connecticut, (hereinafter referred to as “**Tenant**”);

WITNESSETH:

WHEREAS, the Landlord and the Tenant entered into a lease dated as of May 5, 2022 (the “**Lease**”) with respect to the demise of certain space located in portions of the building located at 160 Mohegan Drive, West Hartford, Connecticut and which aforesaid demised space is hereinafter referred to as the “**Leased Premises**”; and

WHEREAS, the Tenant demised certain classrooms identified as 207 Classroom, 208 Classroom and 206 Classroom under the Lease as more particularly shown on Exhibit A attached hereto and made apart hereof (collectively, the “**Designated Classrooms**”) in addition to other demised space under the Lease; and

WHEREAS, Tenant has requested that Landlord lease additional space in the building located at 160 Mohegan Drive, West Hartford, Connecticut (the “**Building**”) to the Tenant but Landlord is only willing to lease such additional space in the Building contingent upon Landlord having use of the Designated Classrooms upon certain terms and conditions; and

WHEREAS, the Landlord and Tenant desire to amend the Lease upon the terms and conditions hereinafter set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by the parties hereto, the Lease is hereby amended effective from and after the date hereof, as follows:

1. All capitalized terms used in this First Amendment and not otherwise defined in this First Amendment shall have the meanings ascribed to such terms as set forth in the Lease.
2. The Lease is hereby amended by inserting and adding the following language to the end of Section 1.01:

“Shared Classrooms. Notwithstanding anything herein to the contrary, Tenant acknowledges and agrees that Landlord reserves the use of any or all of the Designated Classrooms together with access thereto with use of tables and chairs within the Designated Classrooms on Sundays during the hours of _____ as the Landlord shall deem necessary or desirable in the sole discretion of the Landlord without reduction whatsoever of any Fixed Rent or any other sum due and payable by Tenant under this Lease. In addition, Landlord shall have the following privileges set forth below and Tenant shall, at its sole cost and expense, observe and comply at all times with the following protocols prior to the Landlord’s usage of the Designated Classrooms on Sundays:

- (I) ANY AND ALL BLACKBOARDS AND WHITEBOARDS TO BE KEPT FREE OF POSTERS, PICTURES AND OTHER ITEMS;
- (II) NOTHING ON THE WALLS OR BULLETIN BOARDS THAT IS INAPPROPRIATE FOR RELIGIOUS SCHOOL CLASSROOMS. SECULAR ITEMS, HOWEVER, CAN BE USED SUCH AS PUMPKINS FOR THANKSGIVING, ETC.;

(III) STORAGE IN THE FORM OF BOOKSHELVES OR LOCKED CABINETS MAY BE USED FOR THE LANDLORD'S RELIGIOUS SCHOOL MATERIALS FOR STUDENTS AND TEACHERS;

(IV) MOVABLE/FOLDING TABLES MAY BE BROUGHT IN FOR USE BY RELIGIOUS SCHOOLTEACHERS;

(V) SHARED ROOMS SHALL BE CLEANED BY TENANT AT ITS SOLE COST AND EXPENSE PRIOR TO USE BY THE LANDLORD ON SUNDAYS;

(VI) IF ANY FURNITURE IS REQUIRED BY THE LANDLORD, THEN LANDLORD MAY, AT ITS OPTION BUT WITHOUT ANY OBLIGATION, PLACE SAID FURNITURE THEREIN AS LANDLORD DEEMS NECESSARY IN ITS SOLE DISCRETION. TENANT SHALL COOPERATE IN GOOD FAITH WITH THE REQUESTS BY THE EXECUTIVE DIRECTOR OF THE LANDLORD WITH REGARD TO THE LANDLORD'S USE AND ENJOYMENT OF THE DESIGNATED CLASSROOMS. ANY AND ALL FURNITURE AND EQUIPMENT PLACED IN THE DESIGNATED CLASSROOMS BY THE LANDLORD SHALL BE THE PROPERTY OF THE LANDLORD."

3. The Lease is hereby amended by inserting another event or circumstance as a default under the Lease by virtue of adding the following language after "Lease" in Section 17.01 (e):

4. "or any breach or default by Tenant under Lease dated June ___, 2022 by and between Landlord and Tenant with respect to other space located in the Building." The Tenant hereby agrees, warrants, acknowledges and represents that as of the date hereof:

(a) To the best of the Tenant's knowledge and belief, the Lease has not been modified, changed, altered, assigned, supplemented or amended in any respect except by this First Amendment. The Lease as modified by this First Amendment represents the entire agreement between the Landlord and the Tenant with respect to the Premises;

(b) The Tenant is satisfied with the Premises in its "AS IS CONDITION WITH ALL FAULTS AND DEFECTS" on the date hereof;

(c) The Tenant is not entitled to, and no agreement(s) with the Landlord or its agents or employees has been made in connection with free rent, partial rent, rebate of rent payments, credit or offset or deduction in rent, or any other type of rental concession;

(d) All conditions and obligations under the Lease to be performed by the Landlord have been satisfied;

(e) The provisions of the Lease as amended by this First Amendment are valid and binding obligations of the Tenant and are enforceable in accordance with their respective terms;

(f) As of the date hereof, the Tenant does not have any defense, offset or counterclaim with respect to its obligations and liabilities under the Lease as modified by this First Amendment;

(g) As of the date hereof, the aggregate amount of the Security Deposit under the Lease is \$17,768.00; and

(h) The provisions of the Lease as modified by this First Amendment are valid and binding obligations of the Tenant upon the execution of this First Amendment by Tenant and are enforceable in accordance with their respective terms.

5. These presents shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Except as expressly modified herein, the terms and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant respectively sign this First Amendment of Lease as of the date first above written.

LANDLORD:
THE EMANUEL SYNAGOGUE

By _____

Its President

TENANT:
THE CHILDREN'S MUSEUM

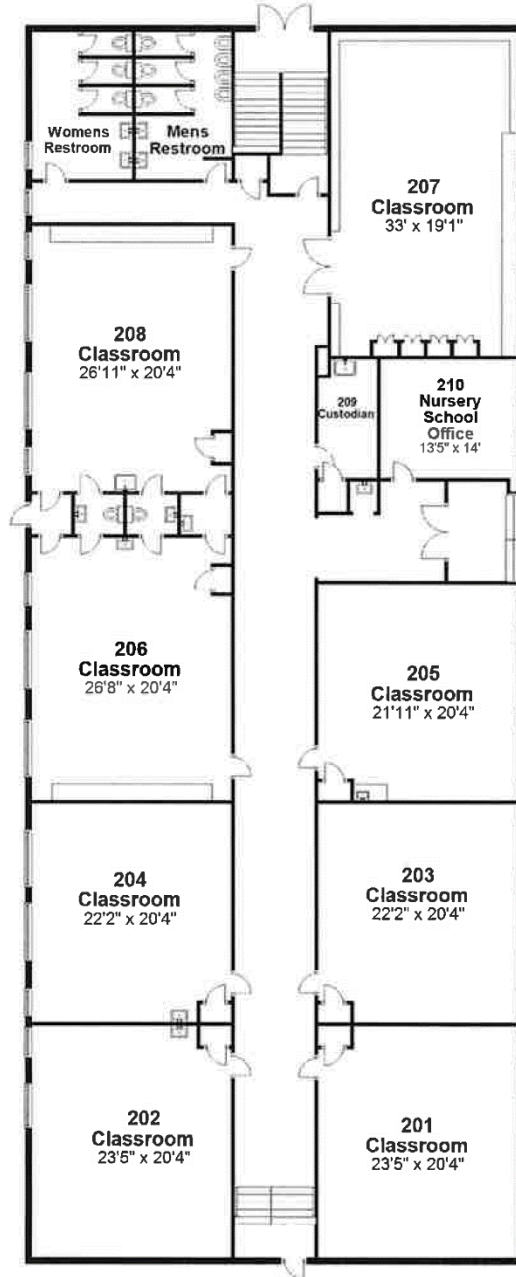
By _____

Peter Stevens

Its Board of Trustees Chairperson

EXHIBIT A

Emmanuel Synagogue Classrooms Main Level



Disclaimer: Plans are for marketing purposes only and measurements are not guaranteed to be exact. WILEYAKIN.COM
Plan produced using PlanUp.