



May 8<sup>th</sup>, 2005

Karen Berg, Vice President  
Kabbalah Center  
1062 S. Robertson Blvd.  
Los Angeles, CA 90035  
Phone: (310) 657-5404  
Fax: (310) 657-8324

RE: Newton Kabbalah Center

Dear Ms. Berg:

We are writing as the current tenants at 14 Green Street, Brookline, MA, which we understand your organization has under agreement for sale with Green Street Development Trust (GSDT) via our landlord, Mr. Edmund I. Shamsi. We are currently being asked to vacate the premises after Monday, May 9<sup>th</sup>. The Brookline Community Center for the Arts (BCCA), a non-profit community and arts organization, has been serving over 7500 members of all ages and abilities and has employed over 290 professional artists. Through hard work, diligence and community support, we have made over \$600,000 of renovations to transform our facility into a one-of-a-kind state-of-the-art, fully handicap accessible dance space. The BCCA has had a strong presence and influence on both the arts world and the local scene, and has garnered significant attention with the press (over 40 feature articles, and much coverage on major radio & TV news networks in the last 4 months!). Our sudden eviction would result in a major blow to the Brookline & Greater Boston community, especially to kids from lower income and underserved regions. It would destroy BCCA's prospects for survival and lead to our demise. As it stands, our current commitments extend to over 180 weekly classes, more than 250 events, and three summer camps, well into August 2005.

On April 20<sup>th</sup> (even though the BCCA's prior P&S with Mr. Shamsi had expired on April 4<sup>th</sup>) we were assured by Mr. Shamsi, that if by May 2<sup>nd</sup>, upon Mr. Shamsi's return from Israel, our organization was able to show that it could acquire the building for \$1.9M (our long promised (February 2003) purchase option) on or before May 27<sup>th</sup>, he would sell it to us. On May 2<sup>nd</sup>, following additional two weeks of aggressive fundraising and planning, we were prepared to meet with Mr. Shamsi and present him with evidence of our ability to purchase, which we had attained through \$350,000 of fundraising and the enlisting of (the most prominent land owner in Coolidge Corner) Harold Brown's foundation offer to purchase the building for \$1.9M and rent it to the BCCA, as they did to save the Coolidge Corner Theater. There is no doubt that The Hamilton Charitable Foundation in conjunction with the BCCA can accomplish this purchase on/before May 27<sup>th</sup>.

On May 2<sup>nd</sup>, at 9:15 a.m., having raised additional funds and having obtained the backing of a significant investor, (well respected and personally recommended by Mr. Shamsi) we attempted to meet with Mr. Shamsi to demonstrate to him that we could in fact accomplish the purchase by May 27<sup>th</sup>. Notwithstanding the commitment that Mr. Shamsi made to the BCCA to sell us the property if by May 2<sup>nd</sup> we were able to show him that we could close by May 27<sup>th</sup>, he failed to meet with us, and apparently proceeded to sign with your organization (despite Mr. Shamsi's earlier promises to the BCCA). Through a series of coincidences, I discovered that your organization is the new buyer. I then realized that one of your Newton location students, Michael Berman (781-500-1923), had initially contacted me suggesting that the Kabbalah Center could possibly collaborate on the building purchase and share space with the BCCA, and that your organization was well funded and could be in a good position to help. Early on in the winter, I proceeded to add Mr. Berman to my insiders E-Mail list that included regular organizational updates, business documents, and details concerning the terms, conditions, and status of our building purchase negotiations and fundraising efforts. When I contacted Mr. Berman after discovering that the Kabbalah Center was the new buyer and that the BCCA would be forced to vacate the premises by May 9<sup>th</sup>, Mr. Berman was extremely disturbed and sympathetic and initiated a communication and dialogue between myself and your organization's representatives (recognizing that my desires were to work things out to everyone's benefit, and that the urgency was great).

I visited your Newton facility this week and recognize that this move will be a five-fold increase in space for you (~1,500 ft.<sup>2</sup> to 8,000 ft.<sup>2</sup>), and that you will not be using much of the space in the immediate future. From my understanding, your broker had originally asked Mr. Shamsi's contractor, Steve Fishman, whether you could rent half of the 14 Green Street facility. When Mr. Fishman replied that GSDT was only interested in leasing the entire facility for \$18,000/month NNN, you replied that this would not be suitable, and subsequently informed Mr. Shamsi, that should the BCCA not be able to purchase the property, you would then purchase it yourselves.

From my talks with your Newton Center Director, Danny Ricardo, I understand that you have no objections to the BCCA's remaining at 14 Green Street as a tenant-at-will to GSDT until May 27<sup>th</sup>. On May 27<sup>th</sup> your organization would take full ownership of the facility. You would then be in a favorable position to make a business deal with the BCCA so that we could rent space from your organization either until we found another facility, or for a longer duration to be negotiated with you. The BCCA would like to stay in the building but has two concerns:

- ❑ The BCCA is required to return the majority of the foundation, donation, and loaned money expended on the \$600,000 of renovations to the 14 Green Street facility, unless BCCA or another non-profit charitable affiliate, such as Harold Brown's foundation, owns the building, and houses the BCCA; Many of these expenditures were personally guaranteed by me, and are part of the \$570,000 debt that my co-founders and I will be stuck with, should the BCCA close down;
- ❑ Additionally most of the \$350,000 that the BCCA has raised was towards the purchase of our building.

Unless our two organizations are able to work out a satisfactory long-term solution to share and expand (2<sup>nd</sup> floor, etc.) our space, or you willfully back out of your plans to purchase the 14 Green Street property, the direct result of your ownership of this facility and likely expansion that would eventually require the BCCA to acquire and renovate another space, would be highly destructive to the BCCA, our patrons, and employees, and threaten our long-term survival.

The Hamilton Charitable Foundation and the BCCA would therefore like to make a formal offer, open to negotiation, to your organization. We prefer the following two scenarios, and strongly believe that they will benefit our two organizations, in both the short and long term.

The Hamilton Charitable Foundation in conjunction with the BCCA is prepared to:

- ❑ The BCCA would like you to assign your interest in the P&S to The Hamilton Charitable Foundation. We will ensure that all of your costs in connection to the transaction are reimbursed. The Hamilton Charitable Foundation will close on the transaction on or before May 27<sup>th</sup>.
- ❑ Additionally, we would facilitate your organization's satisfactory move to another desirable facility on or before May 27<sup>th</sup>. An immediately available and highly affordable option is a prominent, fully finished 3,300 ft.<sup>2</sup> educationally/commercially zoned facility right on Harvard Street (high visibility; main street) in the center of Brookline Village. This facility is optimal for educational uses, is adjacent to the Pierce School playground, has free and metered street parking, and is located between two trolley stations and near Rt. 9. (The sellers are available to meet upon request.)
- ❑ As you may or may not know, centers like the BCCA, which are devoted to dance, music, and arts training and performance, are extremely difficult to locate and develop due to zoning requirements, special construction needs, and a variety of other considerations. Our particular facility at 14 Green Street is considered to be one of the best in Massachusetts. It has taken us several years of dedication, community support, and super-human efforts of those involved in the center to create what we have now (including my co-founders & I who not only invested over \$570,000 in the BCCA but also never took salaries for our enormous work since October 2002). We understand that your organization needs classroom, meditation, library and retail spaces. In comparison to our arts center, these needs are much more easily met by a large number of other immediately available facilities.
- ❑ To this effect, we are prepared to make a generous charitable contribution towards your new facility to defray your costs and expenses incurred to date in trying to acquire the 14 Green Street building.
- ❑ Additionally, we will be happy to provide your organization with highly discounted and affordable event & class space at our location in conjunction with your new Harvard Street (or other) facility.

Or

- ❑ The BCCA would like you to assign your interest in the P&S to The Hamilton Charitable Foundation. We will ensure that all of your costs in connection to the transaction are reimbursed. The Hamilton Charitable Foundation will close on the transaction on or before May 27<sup>th</sup>.
- ❑ As part of the assignment, should the Kabbalah Center desire, The Hamilton Charitable Foundation and the BCCA will extend to the Kabbalah Center a lease for the currently needed space at favorable lease terms (\$16/sq.ft. NN; fully negotiable; no real-estate taxes), and facilitate your expansion and growth by sharing our space generously, and possibly building another floor (subject to town approval).
- ❑ The BCCA has been very well received in the community & our presence will help welcome the Kabbalah Center into the community.

We sincerely hope that you carefully consider these offers since your decision will decide whether or not the BCCA will continue or not. We appreciate and accept your offer to allow us to stay until May 27<sup>th</sup>. Mr. Shamsi's P&S attorney, Howard Fisher, had informed me on May 6<sup>th</sup> that unless you issue a letter to Mr. Shamsi or to him, that clearly states that you have no objections to our remaining as tenants until the 27<sup>th</sup> of May (the purchase closing date), Mr. Shamsi will surely evict us shortly after May 9<sup>th</sup>, as required to fulfill the current contingency on the P&S you signed with him. We would greatly appreciate if by the close of business May 9<sup>th</sup>, you forward Mr. Fisher a written and signed confirmation of your willingness to allow us to stay (& please fax us a copy at 617-738-2801). Not receiving this letter would mean imminent eviction for the BCCA, a loss of over 200 jobs, 180 classes which have committed, and a large number of valuable community events.

The BCCA and I, respectfully ask for your immediate and urgent consideration. We hope you appreciate the BCCA's history and standing in Brookline, and our great contributions to the community, and that you decide to work with us to preserve our future. I encourage you to visit the BCCA's & the Hamilton Company's websites to gain more knowledge about our organizations. Mr. Brown and I would like set up a teleconference with your organization's decision makers to work out a win-win deal.

Please communicate directly with me at (617) 642-1444. You may also contact Mr. Harold Brown on his cellular phone (617) 901-3753, or on his direct work line (617) 850-7227.

Best Regards,

Dan Yonah Ben-Dror Marshall, President & Artistic Director of the BCCA

Harold Brown, Chairman of The Hamilton Company & The Hamilton Charitable Foundation

CC: Attorney Howard Fisher - (617) 423-4300 (Tel.), (617) 482-5067 (Fax.)

P.S.: I've attached a copy of a waiver for you to sign and return to attorney Howard Fisher (Mr. Shamsi / GSDT) and to the BCCA via fax.

WAIVER

ATTN: Green Street Development Trust and Edmund I. Shamsi  
CC: Brookline Community Center for the Arts, Harold Brown Foundation

The Kabbalah Center hereby agrees that with respect to any condition in the purchase and sales agreement between the Kabbalah Center and Green Street Development Trust, relating to the delivery of the 14 Green Street property free of tenants, the Kabbalah Center, hereby waives the contingency that the property must be delivered free of tenants on May 9<sup>th</sup>. The Kabbalah Center expressly states that the property need not be delivered free of tenants until purchase closing, provided that the current tenant, the Brookline Community Center for the Arts, continues its tenancy until such time.

\_\_\_\_\_ (Signature)

Kabbalah Center

By: \_\_\_\_\_ (Name & Title)

Duly Authorized