

LEASE

This Lease Agreement is entered into this ___ day of December 2021 (the “Effective Date”), between **DIONYSUS, LLC & WKT HOLDINGS, LLC** as tenants in common and whose address is whose address is: C/o Rubian Moss, CPA, Moss CPA, 1901 Olympic Boulevard, Suite 200, Walnut Creek, CA 94596 (collectively “Landlord”), and **SOUTHWEST VERMONT SUPERVISORY UNION** whose address is 246 S. Stream Road, Bennington, Vermont, 05201 (“Tenant”).

WHEREAS, Landlord is owner of certain commercial real estate commonly known as 184-190 North Street, Bennington, Vermont (the “Property”);

and

WHEREAS, Landlord desires to lease a portion of the Property known as “Tenant Space D” and “Tenant Space E” as noted on “Exhibit A” hereto to Tenant, and Tenant desires to lease the same portion of the Property from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the parties agree as follows:

1. **Premises:** The Landlord leases to Tenant and Tenant leases from Landlord the commercial space commonly known as “Tenant Space D” and “Tenant Space E” as shown on Exhibit A, 186 North Street, Bennington, VT (the “Premises”) which measures approximately 8000 sq. ft. and as noted on Exhibit A together with the right of access over and use of the roadway or driveway, parking areas, walkways, entrances, stairways, loading docks and doors and common areas of the building and Property on which the Premises is located used in common with the Landlord and other tenants.
2. **Use:** The Premises are to be used by Tenant as office space, which includes use of the outside parking area for continuous operations on all days of the year, if necessary. Tenant’s use of the outside parking area is limited strictly for parking of vehicles. Tenant shall only conduct business permitted with the then-current Zoning Permits and the Bennington Zoning Regulations. Should any State and/or Local Permits be necessary, Tenant will secure and cover all costs related for the same.
3. **Term of Lease:** The “Term” shall be a period of no more than three (3) years commencing on July 1, 2022 and ending on June 30, 2025. Tenant shall have the option to renew this Lease for two (2) consecutive three-year renewal terms (each a “Renewal Term” hereunder) by giving written notice thereof to Landlord ninety (90) days prior to the expiration of any Term or Renewal Term.

Rent: Tenant agrees to pay rent (“Rent”) as follows:

- (a) for the period to and including June 30, 2025, Ten Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$10,666.67) per month starting on July 1, 2022, payable in advance by the fifteenth (15th) day of each and every month during the Lease Term .

(b) for each Renewal Term, Rent shall be negotiated by the parties. If the event that the parties are not able to agree upon the amount of Rent for a Renewal Term within 45 days from receipt by the Landlord of the Tenant's exercise of its renewal option, then, within 14 days thereafter, each party, at its cost and on notice to the other, shall appoint a real estate appraiser (who shall have at least five years of full time commercial appraisal experience in the area in which the Premises are located) to appraise and set the amount of Rent for the Renewal Term. If a party does not appoint an appraiser within 10 days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the Rent for the Renewal Term. If two appraisers are appointed by the parties as stated in this Section, they shall promptly meet to attempt to set the Rent for the Renewal Term. If they are unable to agree within 30 days after the second appraiser has been appointed, they shall appoint a third appraiser within 10 days from the last day given to the two appraisers to set the Rent. The third appraiser shall be an individual who has not previously acted in any capacity for either party. Within 30 days after the selection of the third appraiser, a majority of the appraisers shall set the Rent for the Renewal Term. If a majority of the appraisers are unable to set the Rent within the stipulated period of time, the three appraisals will be added together and their total divided by three; the resulting quotient shall be the Rent for the Premises for the Renewal Term. In no event shall the Rent for a Renewal Term be less than the Rent for the last year of the previous Term.

Rent shall be payable in advance by the fifteenth (15th) day of each and every month during the initial term and each Renewal Term. Upon Lease execution, Tenant shall remit to Landlord the Rent for the first month. Upon Lease execution, Tenant shall remit to Landlord the first months' rent.

4. **Security Deposit:** Tenant has remitted to Landlord or its representative a security deposit in the amount of Ten Thousand Dollars (\$10,000.00) in order to secure the faithful performance by Tenant of all the terms, covenants and conditions in this Lease set forth and contained on the part of the Tenant to be fulfilled, kept, observed and performed, including, but without limiting the generality of the foregoing, such terms, covenants and conditions which become applicable upon the expiration or termination of the same or upon termination of Tenant's right to possession pursuant to any provision of this Lease. Tenant has deposited herewith the Security Deposit with Landlord on the understanding: (a) that the Security Deposit or any portion thereof not previously applied, or from time to time such other portions thereof, may be applied by Landlord to the curing of any default that may then exist (following the giving on any applicable notice and the expiration of applicable cure periods), without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand, or within thirty (30) days thereof, the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) that should the Premises be conveyed by Landlord the Security Deposit or any portion thereof not previously applied may be turned over to Landlord's grantee, and if the same be turned over as aforesaid, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and/or its application or return, and Tenant agrees to look only to such grantee for such application or return; (c) that Landlord or its successor shall not be obligated to hold the Security Deposit as a separate fund, but on the contrary may commingle the same with its other funds; (d) that if Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions, and agreements in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, performed and observed, the Security Deposit

or the part or portion thereof not previously applied shall be returned to the Tenant without interest no later than thirty (30) days after the expiration of this Lease, provided Tenant has vacated the Premises and surrendered possession thereof to Landlord at the expiration of said Term as provided herein; (e) in the event that Landlord terminates the Lease or Tenant's right to possession pursuant to any provision of this Lease, Landlord may apply the Security Deposit against all damages suffered to the date of such termination and/or may retain the Security Deposit to apply against such damages as may be suffered or shall accrue thereafter by reason of Tenant's default; and (f) in the event any bankruptcy, insolvency, reorganization or other creditor debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, the Security Deposit shall be deemed to be applied first to the payment of any Rent and/or other sums due Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the Security Deposit may be retained or paid to Landlord in partial satisfaction of Landlord's damages.

5. **Taxes, Insurance, Maintenance, and Utilities:** Tenant shall pay for all heating fuel, property taxes, insurance, and maintenance attributable to the Premises under normal use. Tenant is also responsible for all electrical, telecommunications, internet, security, and any additional utilities approved for installation by Landlord.
6. **Insurance:** During the Lease Term, Tenant will, at its expense, maintain (i) workers' compensation insurance in an amount required by applicable law; and (ii) commercial general liability insurance for bodily injury to, or personal injury to, or death of any person, or more than one (1) person, or for damage to personal property, and such insurance shall be on an occurrence basis providing coverage in an amount not less than One Hundred Thousand Dollars (\$100,000.00) single limit per occurrence. Such insurance shall contain an endorsement, reasonably approved by Landlord, naming Landlord, its agents, employees and lender as additional insureds, as their interest may appear with regard to the Premises.

Tenant's insurance required herein shall provide that it is not subject to cancellation or non-renewal except after endeavoring to give at least thirty (30) days prior written notice to Landlord.

Certificates evidencing Tenant's insurance policies (satisfactory to Landlord), shall be deposited with Landlord prior to Tenant's possession of Premises and renewals of such policies shall be deposited with Landlord not less than thirty (30) days prior to the end of the then expiring term of such coverage. Tenant shall not do or permit to be done anything that invalidates the required insurance policies.

Tenant shall bear the risk of any and all damage to Tenant's personal property, including but not limited to, the contents, trade fixtures, machinery, equipment, furniture and furnishings it places in the Premises. Tenant agrees that Landlord shall have no liability with respect thereto.

Landlord shall maintain fire and extended coverage insurance on Premises and commercial general liability insurance and workers compensation insurance in such amounts as Landlord shall deem appropriate but not less than amount of coverage that Tenant must maintain. Tenant shall be named as additional insured on such policies, and Landlord shall provide copies of certificates of such insurance to Tenant upon request and within a reasonable time. Landlord's insurance required herein shall provide that it is not subject to cancellation or non-renewal except after endeavoring to give at least thirty (30) days' prior written notice to Tenant.

7. **Mutual Waiver of Subrogation:** Nothing in this Lease shall be construed so as to authorize or

permit any insurer of Landlord or Tenant to be subrogated to any right of Landlord or Tenant against the other party arising under this Lease. Landlord and Tenant each hereby release the other to the extent of any perils to be insured against under Section 7 of this Lease only, whether or not such insurance has actually been secured, and to the extent of insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party. All insurance policies to be provided under Section 7 by either Landlord or Tenant shall contain a provision that they are not invalidated by the foregoing waiver.

8. **Maintenance and Repairs:** Throughout the term of the lease, Landlord, at the Landlord's expense, will be responsible for all the property's structural repairs and maintenance, including but not limited to: roof, interior concrete slab, structural walls, floors, site drainage, storm sewer and underground utilities. Landlord shall deliver to Tenant the building's mechanical systems, including plumbing, HVAC, and electrical, in good working order and repair. Tenant shall keep the Premises in good condition and repair and shall return the Premises to the Landlord at the end of the Term in good condition and repair, broom clean, reasonable wear and tear and casualty excepted, and except as provided in Section 12 of this Lease, the Premises shall be free of all Tenant's furnishings, fixtures, equipment, supplies, trash, refuse, or other property belonging to or brought onto the Property by or for the benefit of Tenant (collectively, "Tenant Property"). Except as provided in Section 12 of the Lease, any Tenant Property remaining on or in the Premises or on the Property after Tenant has vacated the Premises shall be deemed to have been abandoned by Tenant and may be removed and disposed of by Landlord free of any claims or obligations to Tenant. Should any expenses be incurred for the said removal or disposal, Tenant will bear all expenses.
9. **Conditions of Lease:** The following conditions shall be met as requirements of this Lease:
 - a. Tenant receives approval of this Lease from the Board of Directors of Southwest Vermont Supervisory Union; and
 - b. Landlord obtains sufficient financing to complete the "Tenant Fit Up" as outline below in Section 11 and further described in Exhibit B attached.
10. **Landlord Improvements:** As part of this Lease Agreement and at the Landlord's expense, Landlord provide for improving the existing space in accordance with a mutually agreed upon "Tenant Fit Up" as outlined in **Exhibit B** of this Lease.
11. **Tenant Improvements:** Landlord shall pre-approve all tenant improvements. Except as hereinafter provided, all improvements made to or fixtures or equipment installed by Tenant on or in the Premises during the Term that are mechanically affixed or attached to the Premises shall be and remain the property of the Landlord at the end of the Term. The foregoing notwithstanding, Tenant may remove such improvements, fixtures or equipment installed by Tenant and replace them with such fixtures or equipment that existed on the Premises prior to the end of the Lease Term. Tenant shall pay, when due, all charge for labor and materials for tenant improvements and shall comply with all applicable laws and regulations in making improvement including, without limitation, land use, occupancy, building, and safety laws and regulations. To the extent provided by law, Tenant shall indemnify Landlord from any liens (including mechanic liens), claims, charges or other encumbrances, or any violations of laws or regulations arising out of tenant improvements.

12. **Signs:** Tenant may install any signs allowed by law on the Premises. Prior to the erection of any signs on the Premises, Tenant shall comply with all applicable State and Local Land Use and Development laws and regulations. Upon termination of this Lease, all signs must be removed and Premises restored to its original or better condition.
13. **Environmental:** To the best of the Landlord's knowledge, Landlord represents for the benefit of Tenant that the Premises does not now, and as of the date of this Lease will not, contain any material or substance classified as toxic or hazardous under applicable federal, state and local laws, ordinances and requirements of governmental authorities with competent jurisdiction (collectively, a "Hazardous Substance"). If a Hazardous Substance is discovered on the Premises to the extent the condition existed prior to or on the date of this Lease, then Landlord shall promptly give Tenant written notice of such condition and promptly cause such Hazardous Substance to be cleaned up and the Premises brought into compliance with applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction. Landlord agrees to indemnify, defend and hold Tenant harmless against any Losses (as defined in Section 22) incurred by Tenant arising out of any such toxic or hazardous condition.

Tenant agrees that, except for so-called "universal wastes" and de minimis amounts of Hazardous Substances brought onto the Premises as necessary and customary for ordinary office use or to service Tenant's equipment or vehicles or by Tenant's agents or employees in the form of fluid for cigarette lighters and other personal items, and Hazardous Substances in the form of products for sale which are handled by Tenant in accordance with all legal requirements, it shall not bring Hazardous Substances onto the Premises nor allow Tenant's employees or business invitees to bring Hazardous Substances onto the Premises. To the extent provided by law, Tenant agrees to indemnify Landlord against any Losses (as defined in Section 22) incurred by Landlord arising out of any Hazardous Substance created by Tenant on the Premises or out of any Hazardous Substances brought onto the Premises by Tenant, its agents, employees or invitees. For purposes of this Agreement, "Hazardous Substances" shall mean and refer to any and all hazardous, extremely hazardous or toxic substances or wastes or constituents, as those terms are defined by any environmental laws, rules, regulations, orders or ordinances.

13. **Compliance with Law:** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Premises other than with regard to the condition of the Premises as delivered by Landlord to Tenant.
14. **Damage by Fire or Other Casualty:** If the Premises or any portions thereof shall be damaged or destroyed by fire or other casualty, or is threatened to be condemned, Tenant shall promptly notify Landlord, and either party shall be entitled to terminate the Lease upon ten (10) days advance written notice. Notwithstanding the foregoing, if the Premises or any other part thereof is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, Tenant shall not have the option to terminate the Lease, and Tenant shall be responsible for the costs of repair not covered by Landlord's insurance. In the event Tenant cannot exercise its option to terminate the Lease or elects not to terminate the Lease in the event of damage or destruction by fire or other casualty, it shall be entitled to an equitable reduction in the amount of Rent based on either the amount of space in the Premises rendered unavailable due to such casualty event, or the amount of time the Premises is rendered unavailable, or both.

15. **Surrender**: At the expiration or earlier termination of the Term or any extensions hereof, Tenant shall promptly yield up the Premises in the condition, order and repair in which it is required to be maintained by Tenant under this Lease, reasonable wear and tear and casualty excepted.
16. **Holdover**: If Tenant shall continue to occupy the Premises after the earlier termination of this Lease or the latter of the expiration of the Term or expiration of the Renewal Term, then Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to the terms and conditions of this Lease; provided, however, that either party shall have the right to terminate such month-to-month tenancy upon delivery of thirty (30) days' notice to the other and the rent shall be the rent charged in the last full month before expiration of the term of this Lease or earlier termination of the Lease.
17. **Subordination/Non-disturbance**: This Lease shall be subject and subordinate at all times to the lien of Landlord's lending institution's mortgage or deed of trust now or hereafter placed upon the Premises or upon any real property of which the Premises form a part, and Tenant agrees to execute any instrument which may be reasonably required by Landlord to evidence the subordination of this Lease, provided, however, the holder of such mortgage or deed of trust shall not disturb Tenant's possession or its rights to possession of the Premises or any other right or privilege created for or inuring to the benefit of Tenant under this Lease so long as Tenant is not in default.
18. **Defaults; Remedies**: Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:
 - a. If Tenant fails to pay in full when due and without demand any and all installments or rent, additional rent or any other sums payable hereunder and such default continues for a period of five (5) days after written notice thereof by Landlord to Tenant;
 - b. If Tenant defaults in the performance of any other covenant, condition or agreement herein contained to be performed by Tenant and such default continues for a period of five (5) days after written notice thereof, provided, however, that if the nature of Tenant's covenant is such that more than five (5) days are required for performance, then Tenant shall not be in default if Tenant commences performance and diligently prosecutes the same to completion within thirty (30) days;
 - c. If Tenant abandons the Premises; or
 - d. If Tenant becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any Federal or State act filed by or against Tenant is not dismissed within one hundred eighty (180) days after filing, or a bill in equity is filed or other proceeding commenced for the appointment of a receiver, trustee, liquidator, custodian, conservator or similar official for any of Tenant's assets.

Upon the occurrence of any of the foregoing events of default which remain uncured past applicable cure periods, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may reenter the Premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or

equity. Landlord shall use reasonable efforts to mitigate its damages. Notwithstanding anything hereinabove stated, Landlord shall not exercise any right or remedy provided for in this Lease or allowed by law without having first given five (5) days prior written notice thereof to Tenant.

19. **Curing Defaults:** If Tenant shall be in default in the performance of any of its obligations hereunder, Landlord, after five (5) days' advanced written notice to Tenant (except in the case of emergency then such written notice shall not be required), may elect to cure such default on behalf of Tenant, and Tenant shall reimburse the Landlord within fifteen (15) days of a written demand for any reasonable sums paid or reasonable cost incurred by Landlord in curing such default.
20. **Attorney's Fees:** In the event either party shall bring an action for damages for an alleged breach of any provision of this Lease or to enforce, protect or establish any term or covenant of this Lease, the prevailing party, if any, shall be entitled to recover reasonable attorney's fees and court costs as may be fixed by the court.
21. **Assignment:** Provided that this Lease shall be in good standing and that Tenant shall not be in default of any of its obligations hereunder and the use hereunder shall remain the same, Tenant may, with Landlord's consent (not to be unreasonably withheld), hereafter assign this Lease or sublet the Premises, provided that no such assignment or subletting shall operate to relieve Tenant from any liability hereunder without Landlord's prior written agreement.

Should Tenant at any time during the term hereof desire to assign this Lease or sublet the Premises, Tenant shall furnish Landlord with thirty (30) days or more advance written notice (prior to the date of such proposed assignment) specifying therein the date of such proposed assignment or subletting, the name and address of the proposed assignee or subtenant, and if a corporation or partnership, its principals and the nature of the business proposed to be conducted in the Premises by said assignee or subtenant.

Landlord's rights to assign this Lease are and shall remain unqualified. Upon the sale or other transfer of Landlord's interest in the Lease, Tenant agrees to recognize and agree to such transferee as Landlord provided that such transferee agrees to assume Landlord's obligations under this Lease, and Tenant further agrees to execute and deliver a recordable instrument setting forth the provisions of this paragraph.

22. **Indemnification:** To the extent provided by law, Tenant agrees to indemnify and hold Landlord, its Affiliates (and their officers, representatives, agents and employees), its representatives, lenders, agents, and employees (the foregoing, each, a "Landlord Related Party"), harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including without limitation reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (a) the use or occupancy of the Premises by Tenant or any person claiming under Tenant; (b) any activity, work, or thing done or permitted by Tenant in the Premises; (c) any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of Tenant; (d) any breach of any warranty or representation or any covenant or agreement of Tenant under this Lease; or (e) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises and attributable to the negligence or misconduct of Tenant, or Tenant's officers, employees, agents, contractors or invitees, except for any such breach, any injury or death or any damage or destruction arising solely out of the

negligence or willful misconduct of Landlord, or any Landlord Related Party and any matter to which the waiver of subrogation in Section 8 applies. The indemnity contained in this Section shall not apply to any amounts paid in settlement of any claim or action if such settlement is effected without Tenant's prior written approval. Within fifteen (15) days of receipt by Landlord or a Landlord Related Party of notice of the commencement of any action, Landlord or a Landlord Related Party will, if a claim in respect thereof is to be made against Tenant under this Section, notify Tenant in writing of the commencement thereof. This indemnification shall survive the expiration of the Lease Term (or earlier termination of this Lease). For purposes of this Lease, "Affiliate" means, with respect to any entity, any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned entity or which, directly or indirectly, owns 10% or more of the outstanding voting stock (or similar ownership interest) of the first-mentioned entity.

23. **Landlord's Right of Entry:** Upon 5 business days' advanced written notice provided by Landlord, Tenant shall permit Landlord and the authorized representatives of Landlord and of any mortgagees or any prospective mortgagee, prospective purchaser or tenant, to enter the Premises at all reasonable times for the purpose of inspecting them or making any repairs. Any such entrance to the Premises must be arranged so that Tenant or Tenant's representative is present and shall be done in a manner so as to minimize interference with Tenant's business. If Landlord's failure to make repairs required under the Lease or the making of any repairs by Landlord in the Premises renders the Premises unusable as an executive office for more than three (3) business days, the rent shall abate until the condition has been remedied and/or the repairs completed so that the Premises are again usable as an executive office.
24. **Non-Appropriation:** If (a) sufficient funds are not appropriated for Rent due in any fiscal year and (b) the Tenant shall have insufficient funds duly authorized to pay the Rent or other amounts payable hereunder in such fiscal year from other sources, an Event of Nonappropriation shall be deemed to have occurred. The Tenant shall deliver written notice thereof to the Landlord promptly, but not later than thirty (30) days after an Event of Nonappropriation. Upon the occurrence of an Event of Nonappropriation, the Tenant agrees that the Landlord may reclaim possession of and title to the Premises and make demand upon Tenant for immediate payment of all other amounts (other than subsequent Rent) then outstanding under this Lease, to the extent permitted by law. If an Event of Nonappropriation has occurred then Tenant agrees to peaceably surrender and vacate the Premises.
25. **Quiet Enjoyment:** Landlord covenants and warrants that (i) no other person or individual other than Landlord has an interest in or possession of any of the Premises; and (ii) in consideration of the payment of the Rent, for so long as Tenant occupies the Premises pursuant to the terms of this Lease and faithfully observes such other obligations as it may have as a tenant, then Tenant shall be entitled to peaceable possession and quiet enjoyment thereof, free from interference by Landlord or anyone claiming under Landlord.
26. **Sales of Premises:** In the event the Premises is sold by Landlord to a third party or a Contract for Sale to a third party is entered into on the Premises, this Lease shall survive the closing and any third party shall be subject to the terms and conditions of this Lease.
27. **No Waiver:** No delay or omission of either party to exercise any right or power under this Lease shall impair any such right or power or be construed to be a waiver of any such right or power or any

acquiescence in any failure, breach, or default by the other party. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of rent after the termination by Landlord of this Lease or of Tenant's right to possession hereunder shall not, in the absence of agreement in writing to restore or reinstate this Lease which is signed by Landlord and Tenant, be deemed to restore this Lease or Tenant's right to possession hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to Landlord. Likewise, the payment by Tenant of any rent shall not serve as a waiver of any kind of any breach or default by the Landlord.

28. **Notice:** Any notice required or permitted under this Lease shall be in writing and shall be deemed given when actually delivered by courier or overnight mail or three (3) business days after deposit in the United States mail as certified or registered mail, addressed to (i) for the Landlord, the address set forth in the beginning of this Lease or to such other address as may be specified from time to time by the Landlord in the manner above provided for the giving of notice and (ii) for the Tenant, at the Premises, with copies by email to james.culkeen@svsu.org and renee.gordon@svsu.org, or to such other addresses as may be specified from time to time by the Tenant in the manner above provided for the giving of notice.
29. **Captions:** The captions in this Lease are for convenience only and are not part of this Lease and do not in any way define, limit, describe or amplify the terms and provisions of this Lease or the scope or intent thereof.
30. **Separability:** If any term or provision of this Lease shall be deemed invalid or unenforceable, the remainder of this Lease shall not be affected thereby and the rest of the terms and provisions shall be valid and enforceable.
31. **Authority; Binding Effect:** If the Landlord or Tenant shall be a corporation, trust or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity. The provisions of this Lease shall be binding upon, and shall inure to the benefit of the parties and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns.
32. **Exculpation:** Landlord shall look solely to Tenant and the assets of Tenant for recovery of any judgment against Tenant or to enforce Tenant's obligations hereunder and no partner, member, shareholder, director, officer, principal, employee or agent, directly and indirectly, of Tenant (collectively, the "Tenant Exculpated Parties") shall be personally liable for the performance of Tenant's obligations under this Lease. Landlord shall not seek any damages or compensation for any other liability, or otherwise to enforce this Lease in any respect against any of the Tenant Exculpated Parties.
33. **Venue:** This Lease shall be construed and enforced in accordance with the laws of the State of Vermont, and the venue for any suit brought hereunder or to enforce the terms hereof shall be in the Bennington Unit, Civil Division of the Vermont Superior Court.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement of Lease to be executed as of the date first above written.

Witness:

Landlord:
DIONYSUS, LLC

By: Paul W. Carroccio
Title: Manager

Witness:

Landlord:
WKT HOLDINGS, LLC

By: Keith Barton
Title: Manager

Witness:

Tenant:
**SOUTHWEST VERMONT SUPERVISORY
UNION**

By: _____
Title: _____

DRAFT

Exhibit A
Premises

DRAFT

Exhibit B
Tenant Fit Up Outline

Per Renee Gordon's email of Friday October 15th, 2021 to Jeffrey Goldstone and Paul W. Carroccio:

- “Need for minimum of 8 private offices (enclosed spaces with locking door and window coverings).*
- o Two of the offices should be large enough to accommodate small meetings of 4-6 people and have administrative assistant workstations nearby. Or have adjacent, private meeting spaces.*
 - o Preference would be for 10 private offices or possible identified space to accommodate 2 more private offices in the future.*
 - o We're interested to see if the offices could be situated along the east and west exterior walls of Space D with glass or transoms to allow for natural light to continue to spill into the center area.*
- Workspaces (possibly in pods) for up to 30 employees with ample storage/filing cabinet spaces (we have LOTS of paper!)*
 - One large conference room near main entrance (35-50 occupants)*
 - One smaller conference room for ±20-25 people*
 - Possible smaller meeting rooms in Space E, or areas for private phone calls*
 - ADA accessible restrooms to accommodate up to 60-70 people (if conference rooms are in use)*
 - Kitchenette/breakroom*
 - Public access and waiting area with secure entrance at reception*
 - Secure server room and layout space for tech department repairs*
 - Loading dock access with adjacent space to store large shipments (books/materials)”*