

**LEASE AGREEMENT BETWEEN WASHINGTON CENTRAL UNIFIED UNION SCHOOL
DISTRICT AND TURTLE ISLAND CHILDREN’S CENTER, INC.**

This Lease Agreement (the “Lease”) is made on [_____] between Washington Central Unified Union School District (“WCUUSD”, referred to herein as the “Landlord”) and Turtle Island Children’s Center, Inc. (“Turtle Island”, referred to herein as the “Tenant”).

WHEREAS Landlord owns certain land and premises located at 24 Calais Road, Worcester, Vermont, which is the location of Doty Memorial School, as more particularly described on [Exhibit A](#) (“the Property”); and

WHEREAS Landlord wishes to lease a portion of the Property to the Tenant, Tenant wishes to rent from the Landlord a portion of the Property;

NOW THEREFORE, in exchange for good and valuable consideration, the Parties agree as follows:

1. **Premises.** The Landlord does hereby lease to the Tenant and Tenant does hereby rent from the Landlord those parts of the Property identified as “Turtle Island Use” and “Shared Use” on **Exhibit B** (“the Premises”). Tenant’s use of the Premises shall be for the operation of a childcare and early child education facility, offices, and classrooms. Tenant shall have access to the Premises 24 hours a day, 7 days a week, including all holidays. Tenant shall have exclusive use and occupation of that part of the Premises identified as “Turtle Island Use” on **Exhibit B**. Tenant shall have share with Landlord the use and occupation of that part of the Premises identified as “Shared Use” on **Exhibit B**. All other parts of the Premises that are not identified on **Exhibit B** shall not be part of the leased Premises and shall remain for the exclusive use and occupation of Landlord, except as otherwise set forth in this Lease Agreement.
2. **Term.** This Lease is for a term commencing as of August 15, 2025 and ending on August 15, 2027 (the “Lease Term”). The Lease shall renew for one (1) successive 12-month terms unless otherwise terminated as provided herein.
3. **Rent.** Tenant agrees to pay Annual Rent in the amount of \$70,008, payable in monthly installments of \$5834, reflective of \$19 per rentable square foot, due on the first day of each month in advance, without demand. The Tenant must not make any legal or equitable deduction, set-off or counterclaim from any payment due under this Lease unless required to do so by law.
4. **Security Deposit.** No security deposit has been deposited by the Lessee, and no security deposit will be required for this Lease.
5. **Parking Spaces.** Tenant shall have the non-exclusive right to use 12 parking spaces within the common parking area on the Premises.

6. **Repairs and Care.** Landlord shall deliver the Premises to Tenant in its as-is, broom clean condition and with all personal property removed, at Landlord's sole cost and expense. Tenant will maintain the Premises in clean, safe, and sanitary condition and good state of repair and at the end or other expiration of the term hereof, will deliver the Premises in good order and condition, except for wear and tear from reasonable use and damage by the elements not resulting from the neglect or fault of the Tenant.

Landlord shall be responsible, at Landlord's own cost and expense, for the repair and replacement (if necessary) of, including but not limited to, interior non-structural walls, doors, windows, and light bulbs; and exterior and structural components of the premises, refrigerators, freezers, and any other equipment or machinery located on the premises, and for the maintenance, repair, and replacement of any heating, air conditioning, and plumbing equipment. If either party fails or refuses to fulfill its obligations with respect to maintenance, repairs, or replacements pursuant to this Section 6 within thirty (30) days after receiving notice of the need for such maintenance, repairs, or replacements, that party will pay the reasonable costs incurred by the other party in carrying out such maintenance, repairs, or replacements within ten (10) business days after receiving an invoice substantiating such costs.

7. **Alterations and Improvements.** No alterations, additions, or improvements may be made and no climate regulating air conditioning, cooling, heating, or sprinkler systems, television, or radio antenna, heavy equipment, apparatus and fixtures may be installed in or attached to the Premises without the written consent of the Landlord except as necessary to comply with applicable law, which approval shall not be unreasonably withheld, conditioned, or delayed. Unless otherwise provided herein all such alterations, additions, or improvements when made, installed in or attached to the Premises will belong to and become property of the Landlord and will be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this Lease without hindrance, molestation, or injury.
8. **Signs.** Tenant shall have the right to install signage in and around the Premises and Building as pre-approved and illustrated in Exhibit C herein. Signage not contemplated in Exhibit C shall require Landlord's consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The Landlord or the Landlord's agents, employees, or representatives may remove any such signs in order to paint or make repairs, alterations, or improvements in or upon the Premises or any part thereof, but such signs will be replaced at the Landlord's expense when such repairs, alterations, or improvements are completed. Any signs permitted by the Landlord will at all times conform to all municipal ordinances or other laws and regulations applicable thereto, at Tenant's sole expense.
9. **Utilities.** The Landlord shall be responsible for all utilities or charges for water, electricity, oil, and gas used by the Tenant which relate solely to the Premises and which are or may be assessed or imposed upon the Premises or charged to the Landlord by the suppliers thereof during the term hereof. Tenant shall be responsible for arranging and paying for its own telephone and internet service. Utilities and

services which Landlord shall provide for the Building and the Premises shall include: building maintenance and repairs, utilities costs (electricity, water, gas, oil), janitorial services, landscaping services and snow removal, waste and recycling removal, parking area maintenance, pest control, and facilities management personnel costs.

10. **Property Tax.** The Premises are currently operated as a public school and are exempt from municipal property taxes. If it is determined by the Town of Worcester, an administrative entity, or a court of competent jurisdiction on appeal that the Tenant's use of the Premises is subject to property tax, Tenant shall be solely responsible for paying such taxes. **Tenant may apply for a property tax exemption, in which case Landlord shall cooperate and assist in preparing and pursuing such application. All costs, including legal costs, related to pursuing such application, including research, drafting, hearing preparation and participation, appeals, fees, and any other costs shall be borne by the Tenant.**
11. **Compliance with Laws, etc.** Landlord shall be responsible for maintaining all applicable certifications and permitting for all fire, health and safety laws, ordinances, rules, regulations, requirements of town, state or federal governments. The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements, and directives of all Governmental or Public Authorities and of all their subdivisions, applicable to affecting the Premises or to the use and occupancy of the Premises, and will promptly comply with all orders, regulations, requirements and directives, of the Vermont Division of Fire Safety or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualties, damage or injury, at the Tenant's own cost and expense.
12. **Assignment.** The Tenant will not assign, mortgage or hypothecate this Lease, nor sublet or sublease the Premises or any part thereof.

If Landlord and the electorate decide to close the school operated at the Premises and sell the property to the Town of Worcester under Article 4 and 6 of the WCUUSD Articles of Agreement, Landlord may assign its rights and responsibilities as Landlord to the Town of Worcester.

13. **Insurance and Indemnification.** The attached "Addendum to Lease" is incorporated into this agreement between the Landlord and the Tenant.
14. **Fire and Other Casualty.** In the event of fire or other casualty, the Tenant will give immediate notice to the Landlord. If the Premises are partially damaged by the fire, elements, or other casualty, the Landlord will repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease. If, in the opinion of the Landlord, the Premises are so substantially damaged as to render them untenable, then the rent will cease until such time as the Premises are made tenantable by the Landlord. If, however, in the opinion of the Landlord, the Premises are so substantially damaged that the Landlord decides not to rebuild, then the rent

will be paid up to the time of such destruction and this Lease will terminate as of the date of such destruction. The rent and any additional rent will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Tenant. However, the preceding provisions of this Section 14 will not become effective or be applicable if the fire or other casualty and damage are the result of carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees, or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions, and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. The proceeds of Tenant's insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.

15. **Condemnation; Eminent Domain.** If any portion of the premises of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant may file a claim for moving expenses. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.
16. **Reimbursement of Landlord.** If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts will be payable on demand to the Landlord. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.
17. **Right to Exhibit.** The Tenant will permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to persons wishing to rent or purchase the Premises, and to exhibit signs and notices to that effect. Landlord shall only exercise the rights pursuant to this Section 17 during the final three (3) months of the Lease Term, except Landlord may show the Premises at any time if the school

operated at the Premises is closed pursuant to Article 4 of the WCUUSD Articles of Agreement. The Tenant will also permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to prospective mortgagees of the Premises or the land and improvements of which the Premises are a part. Except in cases of emergency, the Landlord will give written notice not less than forty-eight (48) hours prior to entering the premises.

18. **Inspection and Repair.** The Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs. Except in cases of emergency, the Landlord will give written notice not less than forty-eight (48) hours prior to entering the premises for inspection or repairs, and in all events Landlord will exercise its right of entry so as not to interfere unreasonably with the Tenant's use and enjoyment of the premises.
19. **Removal of Tenant's Property.** Any equipment, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease or upon any quitting, vacating, or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.
20. **Events of Default; Remedies upon Tenant's Default.** The following are "Events of Default" under this Lease: (a) a failure by the Tenant to pay in full any rent, any additional rent, or any other sum owed to Landlord within thirty (30) days after the day it is due; (b) a failure by the Tenant to perform of any of the other covenants or conditions of this Lease which the Tenant does not cure or commence to cure should such default not be able to be cured within fifteen (15) days after the Landlord gives the Tenant written notice of such default; (c) the liquidation or dissolution of the Tenant; (d) the filing by the Tenant of bankruptcy, insolvency, or receivership proceeding; (e) the filing of a bankruptcy, solvency, or receivership proceeding against the Tenant which is not dismissed within thirty (30) days after the filing thereof; (f) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets; (g) the making by the Tenant of an assignment for the benefit of creditors or an agreement of composition; and (h) if this Lease, the Premises or the Tenant's interest in the Premises passes to another by virtue of any court proceedings, writ of execution, levy, or judicial or foreclosure sale. In the event of a default of the nature set forth above, Landlord may, at any time thereafter, at its election, without further notice to Tenant, terminate this Lease and Tenant's right to possession of the Premises, and with or without legal process, take possession of the Premises, and remove Tenant, any occupant, and any property therefrom, without relinquishing any rights of Landlord against Tenant. Tenant shall be obligated to, and shall pay to

Landlord as damages, upon demand, and Landlord shall be entitled to recover of and from Tenant at the election of Landlord all expenses which shall have been incurred in connection with such breach including the expenses of re-renting the Premises (including, but not limited to, any commissions paid to any real estate agent in connection therewith) and attorneys' fees relating to such breach; plus, in the event this lease is terminated as set forth above, either: (1) liquidated damages, in an amount which, at the time of such termination is equal to the monthly installments of rent and the aggregate of all sums payable hereunder as additional rent (for such purpose considering the annual amount of such additional rent to be equal to the amount thereof due during the twelve months preceding such default, or if less than twelve months have elapsed at such time, such amounts as would have been due on an annual basis) reserved hereunder, for the period which would otherwise have constituted the unexpired portion of the then current term of this Lease, said amount to be discounted at the discount rate then in effect at the Federal Reserve Bank in Baltimore; or (2) damages (payable in monthly installments, in advance, on the first day of each calendar month following such termination and continuing until the date originally fixed herein for the expiration of the then current term of this Lease) in an amount or amounts equal to the excess, if any, of the sum of (i) the aggregate expenses (other than additional rent) paid by Landlord during the month immediately preceding such calendar month for all such items as, by the terms of this Lease, are required to be paid by Tenant, plus (ii) an amount equal to the amount of the installment of rent which would have been payable by Tenant hereunder in respect of such calendar month had this Lease not been so terminated, and (iii) the monthly average of the additional rent paid in the lease year or annualized portion thereof immediately preceding such default, over the rents, if any, in fact, collected by Landlord in respect of such calendar month pursuant to either re-renting, or from any existing permitted subleases. Any suit, action or proceeding brought to collect the amount of the deficiency for any calendar month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding.

21. **No Acceptance of Surrender.** No act or thing done by Landlord shall be deemed to be an acceptance of a surrender of the Premises, unless Landlord shall execute a written release of Tenant. Tenant's liability hereunder shall not be terminated by the execution of a new lease of the Premises by Landlord, regardless of the term of such new lease. Separate actions may be maintained each month by Landlord against Tenant to recover the damages then due, without waiting until the end of the term of this Lease to determine the aggregate amount of such damages.
22. **Validity of Lease.** The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law it will not affect the validity of any other clause or provision in this lease, but such other clauses or provisions will remain in full force and effect.

23. **Liens.** If any construction or other liens are created or filed against the Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair, or addition to any building or improvement, the Tenant will, upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such as are permitted by law.
24. **Estoppel Certificates.** Tenant and Landlord can request the other, at any time and from time to time and upon not less than fifteen (15) days prior notice to the other party, to execute, acknowledge and deliver to the other or any other party specified within the request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so specifying each such default of which the signer may have knowledge, as well as certifying to such other matters as the intended recipient of such certificate may reasonably request.
25. **Conformation with Laws and Regulations.** The Landlord or Tenant may pursue the relief or remedy sought in any invalid clause, by conforming such clause to the provisions of the statutes or the regulations of the State of Vermont as if the particular provisions of the applicable statutes or regulations were set forth at length in the Lease.
26. **Number and Gender.** In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.
27. **Notices.** Any notice, statement, demand or other communication by one party to the other, shall be given by personal delivery or by mailing the same, postage prepaid, addressed to the Parties at the following addresses:

Turtle Island

Washington Central Unified Union School District

1130 Gallison Hill Rd., Montpelier VT 05602

802-229-0553

28. **Entire Contract.** This Lease and Addendum to Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Landlord and Tenant.

[Remainder of page intentionally left blank; signature page to follow]

In Witness Whereof, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

Witnessed or Attested by:

Signed by:

Washington Central Unified Union School
District, Landlord

Turtle Island Children's Center, Inc., Tenant

ADDENDUM TO LEASE

GENERAL LIABILITY INSURANCE: TENANT shall maintain general liability insurance of not less than one million dollars (\$1,000,000) per occurrence for the duration that TENANT rents or uses LANDLORD'S property and name the LANDLORD as additional insured on such policy(s) of insurance.

Misconduct/Molestation Coverage: TENANT shall maintain misconduct/molestation coverage not less than the amount of \$1,000,000 each occurrence; and misconduct/molestation coverage in the amount of \$1,000,000 aggregate.

INDEMNIFICATION: It is further agreed that TENANT agrees to protect, indemnify, defend and hold harmless the LANDLORD against and from any claim or cause of action arising out of or from any negligence or other actionable fault caused by TENANT or its employees, agents, members, officers, contractors, invitees, guests, students, and clients.

FIRE DAMAGE INSURANCE: TENANT shall maintain fire damage insurance (fire legal liability) for the term of the lease in the minimum amount of one million dollars (\$ 1,000,000).

WORKER'S COMPENSATION INSURANCE: TENANT shall maintain worker's compensation insurance as required by law.

ADDITIONAL INSURED: TENANT will name the LANDLORD as *additional insured* on its liability insurance policies for the duration of TENANT'S renting or using LANDLORD'S property for claims arising out of TENANT'S operations or made by TENANT'S employees, agents, students, guests, customers or invitees. TENANT must verify that its insurance policies are primary in the event of a covered claim or cause of action against LANDLORD. TENANT will provide proof to LANDLORD that the insurance requirements have been met as outlined in this contract. *If and only if* TENANT fails to fulfill the insurance requirements contained in the Addendum, then TENANT agrees to defend, hold harmless and indemnify the LANDLORD against and from any claim or cause of action arising out of TENANT'S operations or any claim or cause of action which is brought against the LANDLORD by TENANT, its employees, agents, students, guests, customers, invitees, even if such claim or cause of action arises from the alleged negligence of LANDLORD, its employees or volunteers, or the negligence of any other individual or organization.

INSPECTION BY THE LANDLORD: LANDLORD may enter the Premises with prior reasonable notice to Tenant for inspection purposes.

NO WAIVER OF SUBROGATION: LANDLORD does not waive any rights of recovery against the TENANT for damages that are covered by the LANDLORD'S insurance coverage. TENANT and LANDLORD agree that this Addendum overrides any and all portions of previous or concurrent agreements between TENANT and LANDLORD that contain language in contradiction with this contract.

SEVERABILITY PROVISION: If any paragraph of this Addendum to Lease is deemed or is determined to conflict with local or state or national statutes, both TENANT and LANDLORD agree that the portion of the Addendum to Lease which is in conflict with the statute will be stricken from the Addendum to Lease with the remainder of the Addendum to Lease remaining binding for both parties.

TENANT:

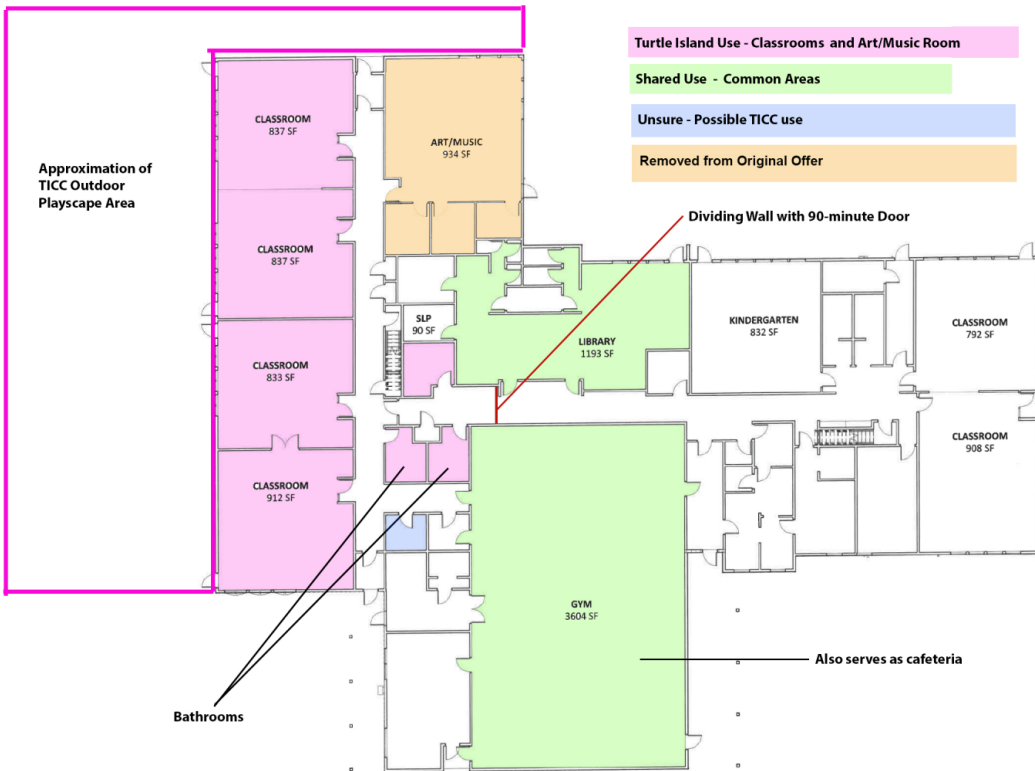
LANDLORD:

Turtle Island Children's Center, Inc.

Washington Central Unified Union School
District

Depiction of Premises

EXHIBIT A



Depiction of Shared Space and Tenant's Business Hours

EXHIBIT B

The Tenant's Business Hours are as follows:

September — June:

Monday through Friday: 8:00am - 4:00pm

Saturday: Closed

Sunday: Closed

July — August:

Monday through Friday: 8:00am - 4:00pm

Saturday: Closed

Sunday: Closed

Tenant's Pre-approved Premises and Building Signage

EXHIBIT C