

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: Bionique Lease Agreement

Date: 9-25-2023

DEPT OF ORIGIN: Village Manager

Bill # 132-2023

DATE SUBMITTED 9-20-2023

EXHIBITS: Lease Agreement

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED: \$

AMOUNT  
BUDGETED: \$

APPROPRIATION  
REQUIRED: no

**SUMMARY STATEMENT**

Authorize Village Manager to sign lease agreement with Bionique Testing Laboratories at 17 Main Street

**RECOMMENDED ACTION**

Approval of Resolution

MOVED BY: Scollin      SECONDED BY: Shapiro

VOTE ON ROLL CALL:

MAYOR WILLIAMS

YES

TRUSTEE BRUNETTE

YES

TRUSTEE CATILLAZ

YES

TRUSTEE SCOLLIN

YES

TRUSTEE SHAPIRO

YES



## LEASE AGREEMENT

Between

The VILLAGE OF SARANAC LAKE

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And

BIONIQUE TESTING LABORATORIES

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For lease of office space at  
17 Main St  
Saranac Lake, New York 12983

## Lease Agreement

BY THIS Lease Agreement (this "Lease" or "Agreement") made and entered in this   1   day of   November  , 2023, between, the Village of Saranac Lake, a New York State Municipal Corporation, having offices at 39 Main Street, Saranac Lake, New York 12983, (hereinafter referred to as "Lessor") and Bionique Testing Laboratories LLC, having its principal office at 156 Fay Brook Drive, Saranac Lake, NY 12983 (hereinafter the "Lessee"). Lessor is the owner of certain real property and improvements thereon located at 17 Main Street, Village of Saranac Lake, County of Franklin, State of New York, together with all the appurtenances, such real property and improvements (the "Water Building"). Lessor conveys lets to Lessee a 2,400 square foot (useable space) portion of the 'Water Building's more particularly described on Exhibit A, attached hereto and made a part hereof (the "Premises"), to occupy and to use for the purpose of operating a biotechnology company conducting research and development laboratory activities, related office and other related uses consistent with the character of a Biosafety Level 2 (BSL-2) Laboratory("Intended Use"), in accordance with the terms and conditions set forth in this Lease. For the Purpose of this Agreement, Lessee will have unrestricted right of passage and access to areas leading to the Premises ("Common areas") as defined in Exhibit A.

It is further understood and agreed between the parties as follows:

### ARTICLE 1-TERM AND TERMINATION

1.1 This Lease shall be for Three (3) years (the "Term"), commencing on (i) November 1, 2023 (the "Commencement Date"). Lessee shall have the right to renew this lease for one (1) additional one (1)-year period ("Renewal Term") by providing written notice of such renewal to Lessor within the ninety (90) day expiration of the Term (November 1, 2023 through October 30, 2026),

ARTICLE 2 -RENT

2.1 The Rent for the Premises for the Term shall be fourteen and 50/100 dollars (\$14.50) per useable square foot per annum, payable in equal, monthly installments on the first (1st) day of each month, commencing on the Commencement Date:

Monthly Rent	
2023-2024	\$3,136.00
2024-2025	\$3,261.44
2025-2026	\$3,391.90

Each installment of rent shall be paid to lessor at 39 Main Street, Suite 9, Saranac Lake, New York 12983.

The rent is based upon 2,400 square feet of useable space on the Premises, and is inclusive of all real estate taxes and utilities as set forth in this Lease.

2.2 Should Lessee elect to renew the Lease for an additional term, the cost per square foot of useable floor space will increase annually during the Renewal Term by the greater of the then-current CPI or two (2%) percent per annum, but in no event shall the increase be more than 4%."The Consumer Price Index shall be defined as follows: At the end of the initial term, rent for the Renewal Term shall be increased by the annual increase in the CPI where CPI is the CPI for the month of September just preceding such Renewal Term and the "Base CPI" is the CPI for September of the previous lease year. As used herein, CPI shall mean and refer to that table in the CPI published by the US Department of Labor, Bureau of Labor Statistics, CPI for All urban consumers (CPI-U) all items index U.S. City Average (1982-1984=100).

ARTICLE 3 -PARKING

3.1 Beginning on the Commencement Date, Lessee shall be allowed two spaces located behind the 17 Main building, as well as the use of any available parking spaces located in Dorsey Street Municipal Public Parking lot. Lessor is responsible for ensuring all applicable zoning requirements are

met.

#### ARTICLE 4 - USE AND OCCUPANCY; COMPLIANCE WITH LAWS

4.1 The Premises shall be used for commercial purposes related to the Lessee's operations in accordance with the "Intended Use", and for no other purposes without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

4.2 The Lessee shall keep the Premises clean in accordance with standards from time to time promulgated by the Franklin County Health Department, and shall not cause the release of any odor, vibration, fumes, noise and/or nuisance within or beyond the confines of the Premises. other than routinely and ordinarily associated with the permitted uses of the Premises.

4.3. The Lessee shall use and occupy the Premises at all times in compliance with all applicable Federal, State and local environmental, land use, zoning, health, safety and sanitation Laws, ordinances, codes, rules and regulations and interpretations and orders of regulatory and administrative authorities with respect thereto (collectively "Legal Requirements"), and, except as provided for herein. shall, at its sole cost and expense, obtain and comply with all such approvals, registrations or permits required thereunder. Further, the Lessee shall defend, indemnify and hold the Lessor, its employees, agents, and partners harmless from and against any claim, demand, cost, expense or liability arising out of or relating to the Lessee's failure to maintain its operations at the Premises in compliance with all applicable Legal Requirements.

4.4 Lessor hereby represents and warrants to Lessee the following:

4.4.1 To the best of Lessor's knowledge, the Premises has been owned and operated in compliance with all applicable Legal Requirements, including, without limitation, Environmental Laws (as such term is defined below) . For purposes of this Lease, the term "Environmental Laws" means each and every applicable federal, state, county or municipal statute, ordinance, rule, regulation, order, code, directive or requirement applicable to Hazardous Substances. pollution, human health and safety, and the environment, together with any amendments thereto, regulations promulgated thereunder, and all substitutions thereof, and any successor legislation and regulations including, without limitation. the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. § 9601 et seq), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 3001 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the New York State Environmental Conservation Law, and the New York State Navigation Law.

- 4.4.2 To the best of Lessor's knowledge, there are no Hazardous Materials (as such term is defined below) located on or contaminating the Premises. Hazardous Materials as used in this Lease means any pollutants, contaminants, hazardous or toxic substances, materials or wastes (including petroleum, petroleum by-products, under-ground storage tanks, radon, asbestos and asbestos containing materials, polychlorinated biphenyls ("PCBs"). PCB-containing equipment, radioactive elements, infectious agents, and urea formaldehyde). and soil vapor intrusion, as such terms are used in any Environmental Laws (excluding unused solvents, cleaning fluids and other lawful substances used in the ordinary. current operation and maintenance of the Premises, to the extent stored in accordance with all applicable Environmental Laws).
- 4.4.3 The Premises, the Common Areas and Lessee's intended uses comply with all applicable zoning, ADA, safety and planning ordinances and requirements.
- 4.4.4 Lessor has the authority to enter into this Lease with Lessee and perform all of the obligations set forth herein, and shall be bound hereby. The party executing this Lease on behalf of Lessor has the requisite authority to do so.
- 4.4.5 To the best of Lessor's knowledge, the Premises is structurally sound with no material defects. Should the Premises be assessed not to be in a structural sound state fit for its Intended Use upon evaluation by an Engineering Firm hired by the Lessee at its own expense, then Lessee has the right to terminate the Lease upon 30 days written notice to Lessor.
- 4.4.6 Lessor is not aware of any conditions affecting or restrictions on title

to the Premises or Common Areas which would in any way interfere with the Lessee's intended use of the Premises or Common Areas.

4.4.7 There are no Environmental Conditions (as defined below) at, on, Under or about the Water Building, Premises or the Common Areas and the Water Building, Premises and the Common Area are in compliance with applicable Environmental Laws. For purposes of this Lease, Environmental Conditions means any condition with respect to surface or subsurface soils, surface waters, ground waters, land, sediments, or indoor or outdoor air at or about the Premises or the Common Area. Whether or not previously discovered or known, that may give rise to any actual or potential liability under Environmental Laws, or otherwise materially affect the Lessee's ability to use the Premises or Common Areas for the permitted uses hereunder.

4.4.8 Lessor shall indemnify, defend and hold harmless Lessee from and against all damages, costs, losses, expenses (including, but not limited to reasonable attorneys' fees and engineering fees) arising from or attributable to the existence of Hazardous Materials at the Property, which include the Premises, Water Building and common areas, Environmental Conditions or violation of Environmental Laws caused by Lessor in existence at the time of execution of this Lease. Lessor's obligations under this Section include, without limitation, and whether foreseeable or unforeseeable: (a) the costs of any required repair, clean-up, detoxification or decontamination of the Premises; (b) the costs of implementing any closure, remediation or other required action; and (c) consultant's fees, experts' fees and



response costs. The obligations of the Lessor under this Section shall survive the termination of this Lease.

#### ARTICLE 5 - INSURANCE

5.1 The Lessor shall, at its sole expense, during the Term and Renewal Term, keep in full force and effect ISO causes of loss special form (formerly "all-risk") insurance for all buildings, improvements and building equipment at the Water Building, including the Premises, including all alterations, additions and improvements covering, at a minimum, fire, wind, tornado, hail, vandalism, riot and malicious mischief, in an amount equal to full replacement cost of the buildings, improvements and equipment at the Water Building, as well as general liability insurance with limits of at least \$1,000,000.00. Policy or certificates thereof shall be delivered by the Lessor to the Lessee upon the Lessee's taking possession of the Premises. The Lessor shall also deliver to the Lessee evidence of renewal of such All Risk Fire Insurance and Premises Liability Insurance Policy within twenty (20) days before expiration of such coverage. The Lessee shall be named as an additional insured on the Lessor's insurance policies.

5.2 The Lessee shall, at its sole expense, during the Term and Renewal Terms, keep in full force and effect a General Liability Insurance Policy in an amount not less than \$1,000,000.00 to cover both bodily injury and property damage in an amount of not less than \$1,000,000.00 per occurrence and in the aggregate. The General Liability Insurance Policy, or a certificate thereof, shall be delivered to the Lessor, together with proof of payment of premium, upon the Lessee's taking possession of the Premises. The Lessee shall also deliver to the Lessor evidence of renewal of such General Liability Insurance Policy with proof of payment of premium within twenty (20) days before expiration of such coverage. The Lessor shall be named as an additional insured on the Lessee's insurance policies.

5.3 The Lessor and the Lessee each hereby waive and release each other, and their respective employees, agents, partners, officers, directors and shareholders, from all liability of, and all rights of recovery or subrogation against each other in connection with or arising out of any loss, cost, expense or damage occurring to the Premises or the property to be stored in or about the Premises as a result of fire or other casualty, and both the Lessor and the Lessee hereby agree that all policies of insurance required in connection with this Agreement shall contain a waiver by insurer of such rights of recovery or subrogation.

#### ARTICLE 6 - UTILITIES

6.1 The Lessor shall be solely responsible for supplying all required utilities to the Premises, including gas, electricity, heat, water and sewer services which are required and consumed by Lessee for its intended Use at the Premises, and the timely payment of all costs associated with such utilities. In the event that the total amount of utilities paid on behalf of Lessee by Lessor in the first year of this lease ("Base Year") increases by 20% or more in any subsequent year of the unexpired lease term Lessor reserves the right to seek payment of a portion such increases in utilities from Lessee. Lessee agrees that it will renegotiate this clause of the Lease at that time.

#### ARTICLE 7 - SANITATION

7.1 Lessee shall comply with all sanitary laws, ordinances, and rules, and all orders of the board of health or other authorities affecting the cleanliness, occupancy, and preservation of the Premises, during the Term of this Lease.

7.2 Lessor shall comply with all sanitary laws, ordinances, and rules, and all orders of the board of health or other authorities affecting the cleanliness, occupancy, and preservation of the Water Building and the Common Areas during the Term of this Lease.

7.3 Lessee shall pay for and be responsible for removal of all waste and trash from the Premises.

## ARTICLE 8

### MAINTENANCE, REPAIRS, IMPROVEMENTS AND ALTERATIONS

8.1 The Lessor shall, at its sole expense, maintain, repair and replace, as reasonably necessary, any structural part of the Water Building Premises or the Common Areas, including the roof: windows, exterior walls, foundation, HVAC, electrical and plumbing systems to ensure the Premises are, at all time, fit for its Intended Use. If Lessor fails to make such repairs, restoration or replacements as reasonably required. the same may be made by Lessee at the expense of Lessor and such expense shall be reimbursed by Lessor within thirty (30) days after rendition of the bill therefor. In the event Lessor shall fail to reimburse Lessee within such thirty (30) day period, Lessee shall have the right to deduct the amount of the expense from the next installment of Rent and, if necessary, from all installments of Rent thereafter until the amount of the expense has been recouped by Lessee. Additionally, the Lessor shall, at its own cost and expense, keep the Water Building (excluding the interior of the Premises), at all times throughout the Term, in good order and condition and shall promptly make all repairs thereto and shall not allow any refuse or debris to accumulate in or about the Water Building.

8.2 The Lessee shall, at its sole expense, keep the Premises, at all times throughout the Term, in good order and condition, wear and tear and damage by casualty and condemnation excepted, shall do and promptly make all repairs thereto, except those repairs that are the responsibility of Lessor under the terms of this Lease, and shall not allow any refuse or debris to accumulate in or about the Premises. In the event that the Lessee shall be required to undertake and pay for any repairs or other maintenance activities in accordance with the terms and conditions of this Agreement, then the Lessor, at the Lessee's request, shall deliver to and assign to the Lessee any rights the Lessor may have against the construction contractor or contractors or any vendor of any materials or equipment utilized in

constructing and repairing the Premises.

8.3 All maintenance, repair and replacement by either party shall be done immediately as needed in a good and workman like manner and in compliance with all Legal Requirements at any time issued or in force and which may be applicable to the Premises.

8.4 Lessee shall make no alterations, installations, additions or improvements in or to the Premises without Lessor's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, following thirty (30) days prior written notice to Lessor, but without Lessor's prior consent, Lessee shall be entitled to make nonstructural alterations and additions to the Premises which (i) do not adversely affect the plumbing, heating, ventilation, electrical or mechanical systems of the Premises, and (ii) do not cost more than Twenty-Five Thousand Dollars (\$25,000.00) to complete. All such work, alterations, installations, additions and improvements shall be done at Lessee's sole expense, and shall comply with applicable Legal Requirements.

#### ARTICLE 9 - SUBLETTING

9.1 The Lessee shall not assign, transfer, or set over this Agreement or sublet the whole or any part of the Premises to any person or persons, without obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. In the event Lessee subleases all or a portion of the Premises as provided for hereunder, Lessee shall indemnify and hold Lessor harmless from and against any claim arising from a sub-lessee's default or other damages caused by a sub-lessee, provided that same are not caused by or result from Lessor's negligence or willful misconduct.

#### ARTICLE 10

##### LESSOR'S RIGHT OF ENTRY FOR INSPECTION AND REPAIRS

10.1 Lessor or Lessor's agents shall have the right to enter the Premises, or any

part of the Premises, at all reasonable hours with reasonable prior written notice to Lessee during the Term of the Lease for the purpose of inspection or of making such repairs or alterations as may be necessary for the preservation of the Premises in safe condition provided that Lessor shall not unreasonably interfere with Lessee's business at the Premises if all or any part of the Premises are rendered untenable by such repair(s) or alteration(s) the Rent shall abate for that part of the Premises which is untenable on a per diem basis from the date the repair(s) or alteration(s) is started until the repair and alteration work in the Premises is complete. For purposes of this Lease, untenable shall mean the Premises or portion thereof are in a condition not reasonably usable or accessible by Lessee or its permitted assignees or sub-lessees for the conduct of business.

## ARTICLE 11

### EFFECT OF LOSS OR DESTRUCTION OF PREMISES

11.1 If the Premises shall be partially or totally damaged or destroyed by fire or other cause (and if this Lease shall not have been terminated as in this Article II hereinafter provided), Lessor shall repair the damage and restore and rebuild the Premises, at its own expense with reasonable dispatch.

11.2 If the Premises are damaged or destroyed by fire or other cause, then the Rent payable hereunder shall be abated to the extent that the Premises shall have been rendered untenable for the period from the date of such damage or destruction to the date the damage or destruction shall be repaired or restored; provided, however, that should Lessee re-occupy a portion of the Premises during the period the restoration work is taking place and prior to the date that the whole of the Premises are made tenantable, rent allocable to such portion shall be payable by Lessee from the date of such re-occupancy.

11.3 If the Premises shall be so damaged or destroyed by fire or other cause as to require a reasonably estimated expenditure made by Lessor or a reputable contractor

designated by Lessor of more than eighty-five (85%) percent of the full insurance value of the Premises immediately prior to the casualty, then either Lessor or Lessee may terminate this Lease by giving the other party notice to such effect within thirty (30) days after the date of the casualty. If Lessor sends such a termination notice, Lessee may elect to make such repairs,

in which event this Lease shall continue in full force and effect and Lessor shall assign all insurance proceeds to Lessee.

11.1 If the Premises is so damaged by fire, casualty or structural defects that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following such damage to elect to terminate this Lease by providing written notice to Lessor.

11.2 The provisions of this Article II shall be considered an express agreement governing any cause of damage or destruction of the Premises by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, providing for such a contingency in the absence of an express agreement, and any other law of like import, now or hereafter in force, shall have no application in such case.

## ARTICLE 12 - WAIVER AND INDEMNIFICATION

12.1 The Lessor shall not be liable for and the Lessee hereby agrees to indemnify, defend and forever hold the Lessor, its agents, employees and partners harmless from and against all claims, damages, costs, expenses (including reasonable attorney's fees and disbursements), and liabilities resulting from injury or damage to the Lessee, its agents, employees, and any other person claiming through the Lessee, arising after the Commencement Date which arise from or are caused by Lessee's use or occupancy of the Premises unless such claims, damages, costs, expenses (including reasonable attorney's fees and

Lessee, or (ii) partially from an act or omission of the Lessor, or its agents or servants or partners, in which case there shall be only a partial indemnification by the Lessee to reflect said act or omission by the Lessor, or its agents or partners. Notwithstanding the foregoing, Lessee shall not be responsible for the gross negligence and willful misconduct of Lessor or its employees; (a) resulting in any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or the adjoining properties, sidewalks, curbs, street or ways; and (b) with respect to the performance of any labor or services or the furnishing of any materials or other property in respect to the Premises or any part thereof.

12.2 The Lessee shall not be liable for and the Lessor hereby agrees to indemnify, defend and forever hold the Lessee, its agents, employees and partners harmless from and against all claims, damages, costs, expenses (including reasonable attorney's fees and disbursements), and liabilities resulting from injury or damage to the Lessor, its agents, employees, and any other person claiming through the Lessor, unless such claims, damages, costs, expenses (including reasonable attorney's fees and disbursements) and liabilities shall have resulted either (i) solely from an act or omission of the Lessee, or its agents or servants or partners, in which case there shall be no such indemnification of the Lessee by the Lessor, (ii) caused by Lessor's negligence or willful misconduct or breach of this Lease, or (iii) partially from an act or omission of the Lessee, or its agents or servants or partners, in which case there shall be only a partial indemnification of the Lessor to reflect said act or omission by the Lessee, or its agents or partners.

12.3 The provisions of Article 12 shall survive termination or expiration of this Lease.

#### ARTICLE 13 - CONDEMNATION

13.1 If the entire Premises are taken under the power of eminent domain, this Lease shall terminate and Lessee shall be entitled to that portion of the awards attributable to the value, if any, of Lessee's personal property, business interruption, relocation, and also to that portion of the

awards attributable to the value of any improvements made by Lessee allocated to the unexpired portion of the Lease, and Lessor shall be entitled to that portion of the awards attributable to the value of the land and all improvements, and to the balance of the award. If a part of the Premises shall be taken in any proceeding by any public authority, by condemnation or acquired for any public or quasi-public purpose, and such condemnation or taking shall materially affect the Lessee's ability to conduct its business then the Lessee may, at its election, terminate this Agreement and the leasehold in the Premises created hereunder, in which case all unearned rent and additional rent shall be refunded to the Lessee. The Lessee's election to terminate this Agreement and the leasehold in the Premises created hereunder shall be exercisable by written notice given by the Lessee to the Lessor not later than thirty

(30) days following the date that notice of such condemnation or taking is given to the Lessee by the Lessor. In the event that the Lessee shall not elect to terminate this Agreement and the leasehold in the Premises created hereunder within the aforesaid thirty (30) day period, then the condemnation or taking of part of the Premises shall be considered not to materially affect the Lessee's ability to conduct its business, and the rent and additional rent shall be reduced and abated in the same proportion as the amount of floor area in the Premises is reduced by such condemnation or taking

13.2. The division of awards in condemnation proceedings or separate awards in separate proceedings shall not alter the entitlement to awards as provided above. Lessee shall retain the right to maintain a separate action in any such condemnation proceeding.

#### ARTICLE 14 - QUIET ENJOYMENT

14.1 The Lessor covenants that, so long as the Lessee shall faithfully perform the agreements, terms, covenants, and conditions set forth in this Agreement, the Lessee shall and may peaceably and quietly have hold, and enjoy the leasehold interest in the Premises hereby granted without disturbance by or from the Lessor.



ARTICLE 15  
ARTICLE 19-NOTICES

19.1 Any notice required or permitted to be given hereunder shall be deemed properly given if sent in a sealed, postage paid wrapper, addressed to the party at the address set forth below, by certified return receipt mail, as follows:

To Lessor: Village of Saranac Lake,  
39 Main Street, Suite 9  
Saranac Lake, New York 12983

To Lessee: Bionique Testing Laboratories  
156 Fay Brook Drive  
Saranac Lake, NY 12983

ARTICLE 20- MISCELLANEOUS

20.1 This Agreement and any legal relations between the Parties hereto shall be governed by and construed in accordance with the Laws of the State of New York, without giving any effect to conflict of laws or choice of laws rules or principles.

20.2 This Agreement shall not be altered, amended, changed waived or otherwise modified in any respect unless the same is in writing referencing this agreement and signed by all of the parties hereto.

20.3 The covenants and conditions contained shall apply to and bind the heirs, assigns, executors, and legal representatives of the parties to this Lease, and all covenants are to be construed as conditions.

20.4 The captions in the Lease are included for convenience only and all not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

20.5 When several counterparts of this Lease have been executed, all counterparts shall constitute one and the same instrument.

20.6 In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or

regulations, riots, insurrection, war or other reasons of like nature not the fault of the party delayed in performing work or doing acts required under the terms of the Lease, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

20.7 At the request of either party, the parties shall execute and acknowledge a memorandum of lease for recording purposes, which shall be recorded at the expense of the requesting party. Such memorandum shall include such information as may be reasonably requested by either party.

20.8 This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

20.9 All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

20.10 If any covenant, condition or provision of this Lease, or the application thereof to any person or entity or circumstance, shall be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such covenant condition or provision to any other person or entity any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by the laws.

20.11 Lessee, at Lessee's sole cost, may place and maintain (a) signs in and about the interior and entrance doors of the Premises and (b) on the exterior of the Premises. All of the foregoing subject however to all laws and local sign ordinances and standards. Upon termination of this Lease, the Lessee shall remove all such signs and restore the Premises to its original condition. Lessor shall, at its sole cost and expense, provide signage on Main Street to restrict auto and truck parking in the front of the Premises during such scheduled

Street to restrict auto and truck parking in the front of the Premises during such scheduled times as Lessee may require for its receipt and shipment of goods.

In Witness whereof, the parties hereto have duly executed this Agreement on the date first set forth above.

Village of Saranac Lake, Lessor

By: \_\_\_\_\_

Its: Village Manager

Bionique Testing Laboratories, Lessee

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT A - DESCRIPTION OF PREMISES**

The address of the Premises is 17 Main Street, Saranac Lake, New York. The Premises consists of approximately 0.5 acres of real property and a portion of building situated thereon consisting of 2,400 square feet of useable space, which consists of the entire second floor and a portion of the first floor including the stairwell, HC Lift room, Toilet/bathroom and conference/Multi-Use Room, as detailed in the attached floor plan of the Water Building. The parties acknowledge and agree that Lessor occupies the remainder of the Water Building.

The Common Area is defined as the sidewalk connecting to the public sidewalk.