

Gurney
et al
to
Proven
Pictures
Inc. of Mass.

THIS INDENTURE made this twenty-second day of May 1937 between SANFORD K. GURNEY and ELLA P. GURNEY, both of Brockton, Plymouth County, Massachusetts, hereinafter called the Lessors, and PROVEN PICTURES INC. OF MASS., a corporation duly organized by law and having its usual place of business in said Brockton, hereinafter called the Lessee; WITNESSETH: That the said Lessors have let unto the said Lessee, and the said Lessee has hired from the said Lessors, a certain brick building located on the westerly side of City Hall Square and the southerly side of School Street, in said Brockton, in the rear of Gurney Building

together with an entrance to said building on said School Street and numbered thereon fifteen (15). So much of the passageway between the Gurney Building and the Kennedy Building as it now exists as is required by the State, Federal and/or Municipal Departments having jurisdiction over theatre entrances and exits shall be kept open as an emergency exit from the said building, which is used as a theatre; but said passageway may be closed or used for store or any other purposes unless any of such Departments require that it remain open, and the lessors reserve the right to substitute any other exit from said theatre satisfactory to such Departments, if any such exit is required; provided that any increase in insurance directly caused by the substitution of some other exit for such passageway shall be paid by the Lessors. The Lessors agree to furnish reasonable heat for said premises provided that they shall be under no liability for failure to do so caused by any accident or strike or to the repairing, alteration or improvement of any apparatus, or which is due to any cause beyond the control of the lessors. TO HAVE AND TO HOLD the same to the Lessee for the term the Lessee further covenants and agrees with the Lessors to keep all and singular the said premises in as good repair as the same are in at the commencement of the said term or may be put in during the continuance thereof, reasonable use and wearing thereof and damage by accidental fire or other unavoidable casualty excepted, it being understood that the Lessee is to keep in repair both the interior and exterior of the said brick building, but the interior only of the entrance to said building on School Street, (except that the Lessee shall not be required to keep the roof of said brick building in repair, or to make repairs involving structural rebuilding of the exterior walls), and not to injure, overload or deface the said premises in any way, nor to suffer or permit the said premises or any part thereof, during or at the determination of these presents, to ure of the present Lessee of the demised premises, Strand Corporation of Brockton, to pay all or any part of the rent due from said Lessee to the Lessors for the last three months of the term of the lease under which the demised premises are now held, namely, from June 1 to September 1, 1937, and to that end will pay to the Lessors on demand the amount of such unpaid rent, taking an assignment of the claim of said Lessors against Strand Corporation of Brockton and the guarantors of its lease; provided that the Lessors will in the event of default by said Strand Corporation of Brockton, at the written request of the Lessee herein take reasonable steps to obtain possession of the demised premises from said Strand Corporation of Brockton and upon obtaining such possession, will deliver possession of the demised premises to the Lessee. And the Lessee further covenants that it will forthwith after the beginning of the

term of this lease install at least one thousand (1000) new seats, new carpets where needed, all motion picture and sound equipment and whatever else is necessary to put the demised premises in first class condition to be operated as a moving picture theatre, such as painting, decorating, drapes, drops, remodelling the front of the theatre, new marquee, etc. at a cost of not less than Fifteen Thousand (\$15,000) Dollars; and will upon the execution of this lease deliver to the Lessors an agreement by Capitol Theatre Supply Co. of Boston that unless the Lessee has complied with this covenant on or before October 15, 1937, said Capitol Supply Co. will forthwith thereafter do so without expense to the Lessors. And the Lessee further covenants that it will use the demised premises for the duration of the said term. It is hereby understood and agreed that the Lessee may build a marquee over the entrance to the theatre at #15 School Street and may affix to the demised premises such signs as it deems necessary to properly advertise its business; also that the Lessee may install a sign similar to that at present installed on the roof of the Main Street Building belonging to the Lessors, provided that the Lessee shall keep said roof in repair so far as the same may be damaged by the said sign and indemnify the Lessors against all claims for damages caused by the installation and/or maintenance of said sign. The Lessee may also use the lights on School Street now affixed to another building of the Lessors. It is understood and agreed that the Lessee will obtain all municipal permits and other necessary permits or licenses to install said marquee, maintain said sign and lights, conduct its theatre, and do any other act or thing which requires such permits or licenses; but the Lessors agree that they will execute such applications not inconsistent with the terms of this lease as are required to be executed by the owners of the premises. The Lessors agree that the Lessee may pay to any mortgagee of the demised premises the amount of any interest in arrears and to any taxing authority the amount of any taxes in arrears and to deduct such payment from subsequent payments of rent as they become due. It is further covenanted and agreed between the said parties that the covenants herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties to this lease. IN WITNESS WHEREOF the Lessors have hereunto set their hands and seals, and the Lessee has caused these presents to be signed and its seal to be hereto affixed by Frederick E. Lieberman its President thereto duly authorized this twenty-second day of May 1937.

Sanford K. Gurney.
Ella P. Gurney.
PROVEN PICTURES, INC. OF MASS.
By Frederick E. Lieberman, President
Corporate Seal

COMMONWEALTH OF MASSACHUSETTS

Plymouth ss. May 22, 1937. Then personally appeared the above named Sanford K. Gurney and acknowledged the foregoing instrument

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F.R.L.
E.P.G.
S.K.G.