

Wind Realty Co., Inc.
to
Franklin Brothers, Inc.

See
Bk. 2641
Pg. 26

THIS INDENTURE, made the first day of November, in the year nineteen hundred and fifty, by and between WIND REALTY CO., INC., a Massachusetts corporation having its place of business in Brockton, Plymouth County, Massachusetts, hereinafter called the Lessor, and FRANKLIN BROTHERS INC., a Massachusetts corporation having its place of business in said Brockton, hereinafter called the Lessee. The terms Lessor and Lessee shall be construed in each and every covenant and clause herein, unless repugnant to the context, to refer to the successors and assigns of each corporation and to those claiming through or either of them. The Lessor leases to the Lessee about 20,000 square feet of floor space on the ground floor in a building situated at 31 Monument Street in said BROCKTON, and commonly known as the number 3 factory of the property formerly occupied by W.L. Douglas Shoe Co. Said 20,000 square feet is supposed to include the entire ground floor with the exception of the north wing, so-called, which north wing is partitioned from the rest of the premises. TO HAVE AND TO HOLD for the term of five years from November 1, 1950; yielding and paying therefor, an annual rental of Six Thousand (\$6000.00) Dollars, with the proviso that the sum of Five Hundred (\$500.00) Dollars shall be paid on the first day of each month in advance. The Lessor and the Lessee hereby agree that in addition to the rent hereinbefore specified, the Lessee will reimburse the Lessor for one-sixth of the cost of maintaining the A.D.T. service in said factory #3. The Lessor agrees to supply heat to the leased premises during the heating season, and to pay for the water rates charged against said premises, but the Lessor shall not be held liable to anyone for cessation of any agreed service due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from sources from which they are usually obtained for said building, or to any cause beyond the Lessor's control. The Lessor further agrees that this lease may be extended by the Lessee for a period of five years from November 1, 1955 at the same rental, PLUS a pro rata share based on the percentage of the total square footage occupied of any increase in city taxes, water rates, sewer charges, fire and public liability insurance, and cost of heating; provided, however, that the present Lessee or such successors or assigns as the Lessor may have accepted in writing, shall give notice to the Lessor or any succeeding owner of factory #3, not later than six months prior to November 1, 1955. If the Lessor and the Lessee are unable to agree as to the pro rata share of the increased costs for city taxes, water rates, sewer charges, heat and insurance, the same shall be decided by three arbitrators, one of whom shall be appointed by each of the parties, and the third by the first two arbitrators. All arbitrators shall be appointed before December 1, 1955, and said arbitrators shall render their decision before January 1, 1956. The charges of said arbitrators shall be borne equally between the parties. In addition, without any notice or demand, enter upon the premises, and thereby determine the estate hereby created; and may thereupon expel and remove, forcibly if necessary, the Lessee and those claiming under it and its effects. AND PROVIDED ALSO, that in case the premises, or any part thereof during said term, be destroyed or damaged by fire or other unavoidable casualty, so that the same shall be thereby rendered unfit for use or habitation, then, and in such case, the rent hereinbefore reserved, or a just and proportional part thereof, according to the nature and extent of the injuries sustained, shall be suspended or abated until the said premises shall have been put in proper condition for use and habitation by the said Lessor, or these presents shall thereby be determined and ended at the election of the said Lessor or its legal representatives. IN WITNESS WHEREOF, the said parties have hereunto interchangeably set their hands and seals the day and year first above written.

Signed and sealed
in the presence of
Charles E. Corcoran
Ellen McQueeney

WIND REALTY CO., INC. Corporate Seal
By Oscar M. Finger, Treasurer.
FRANKLIN BROTHERS INC. Corporate Seal
By Sydney Franklin, Treasurer.
Irving N. Franklin, Pres.

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss. Brockton, November 3, 1950. Then personally appeared the above-named Oscar M. Finger and Sidney Franklin, and each acknowledged the foregoing instrument to be the free act and deed of his respective corporation, before me,
Abraham S. Feinberg Justice of the Peace
My commission expires June 24, 1954.

Brockton, January 3, 1951.

I, John B. Wind, Clerk of Wind Realty Co., Inc., hereby certify that at a meeting of the Board of Directors of Wind Realty Co., Inc., held this day at 15 Rutland Square, Brockton, all directors being present, the foregoing lease to Franklin Brothers Inc., was read, and upon motion duly made and seconded, it was VOTED that the said lease be ratified and confirmed.

Corporate Seal John B. Wind, Clerk of Wind Realty Co., Inc.
Brockton, January 17, 1951.

I, Florence M. Silver, Clerk of Franklin Brothers Inc., hereby certify that at a meeting of the Board of Directors of Franklin Brothers Inc. held this day at the office of the Company, all directors being present, the foregoing lease between Wind Realty Co., Inc. and Franklin Brothers Inc., was read, and upon motion duly made and seconded, it was VOTED that said lease be ratified and confirmed in all respects.

Corporate Seal Florence M. Silver, Clerk of
Franklin Brothers Inc.

Rec'd Jan. 25, 1951 at 3:40 P.M. & recorded.