

WHITIN MACHINE WORKS
WHITINSVILLE, MASSACHUSETTS

LEASE AGREEMENT

FEB 14 4 10 PM 1955
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THIS AGREEMENT made this 9th day of May 1955, by and between Whitin Machine Works, a Massachusetts corporation having its principal place of business in Whitinsville, Massachusetts, hereinafter called "Whitin" and J. P. Stevens & Co., Inc., a Delaware corporation having its principal place of business at 1460 Broadway, New York City, New York, hereinafter called the "Lessee",

WITNESSETH, That

Whitin does hereby lease to the Lessee and the Lessee hereby leases from Whitin, upon the terms and conditions hereinafter mentioned, the machines and equipment designated in the annexed schedule, hereinafter called the "leased machinery".

The terms and conditions of the lease hereby made are as follows:

1. TITLE

The leased machinery shall at all times remain and be the sole and exclusive property of Whitin whether or not affixed to the building or to other personalty of the Lessee, and the Lessee shall have only the right to use the same upon the conditions herein contained. Without the written consent of Whitin, and its assignee if Whitin shall assign this lease, (references to assignment of this Lease being deemed for the purposes hereof to include an assignment of rents or other moneys payable hereunder), which consent will not be unreasonably withheld, the leased machinery shall not be assigned, transferred, delivered, mortgaged or subleased to or used by any other person or corporation but shall be used only by the Lessee or its employees and only in the factory or factories now occupied by the Lessee located at:

	<u>Location</u>	<u>State</u>
Dunean Mills	Greenville	South Carolina

No such assignment, transfer, delivery, mortgage, sublease or use shall relieve the Lessee of any of its obligations as Lessee under this Lease.

The Lessee shall not without the express consent in writing of Whitin, and its assignee if it shall assign this lease, which consent shall not be unreasonably withheld, grant, convey, transfer, sell, assign or make over in whole or in part to any other person or corporation this agreement and/or the Lease hereby made either by the Lessee's own act or by operation of law. No such grant, conveyance, transfer, sale, assignment or making over shall relieve the Lessee of any of its

For Re. Assignment See Deed Book 662 Page 287