

1. Fairview Mills hereby assigns to Beaunit Mills, Inc. effective the 1st day of October, 1955 all its right, title and interest in and to the Agreement and Lease.

2. Beaunit Mills, Inc. hereby assumes all liabilities and obligations under the Agreement and Lease on the part of the Lessee and Julius Kayser & Co. accruing from October 1, 1955, the effective date of said assignment, and agrees and undertakes to be responsible for all liabilities and to perform all of the Lessee's covenants, agreements and conditions under the Agreement and Lease from and after said date and to indemnify and hold Fairview Mills and Julius Kayser & Co. harmless from any loss, claim, damage, suit and judgment of every kind and nature under, arising out of, or in any way related to the Agreement and the Lease and/or the use or occupancy of any of the property covered by the Agreement and the Lease from and after October 1, 1955, the foregoing assumption and indemnification to continue in full force and effect for the balance of the initial and any and all extension and renewal periods and Beaunit Mills, Inc. to continue to be bound thereon notwithstanding any assignment or transfer, in whole or in part, by Beaunit Mills, Inc. of the Agreement or Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and their corporate seals to be affixed by their duly authorized officers as of the date first above written.

Attest:

*[Signature]*  
Maurice Chapin  
Secretary

WITNESS:

Maurice Chapin  
Arthur J. Mann

FAIRVIEW MILLS

By

*[Signature]*  
President

