EXHIBIT 10.1  
  
 AFFILIATE'S AGREEMENT  
  
 This AGREEMENT (this "Agreement") is made as of April 23, 1999, by and  
among Xxxxxxx Industrial Group, Inc., a Delaware corporation (the "Parent"), and  
Textron Inc., a Delaware corporation ("Textron"), a shareholder of Bridgeport  
Machines, Inc., a Delaware corporation (the "Company"). Reference is made to  
that certain Agreement and Plan of Merger, dated April 23, 1999 (the "Merger  
Agreement"), by and among Parent, Bronze Acquisition Corp., a Delaware  
corporation and wholly owned subsidiary of Parent (the "Purchaser"), and the  
Company.  
  
 WHEREAS, pursuant to the Merger Agreement, Parent, Purchaser and the  
Company are contemplating a merger of Purchaser with and into the Company (the  
"Merger"), pursuant to which the Company will become a wholly-owned subsidiary  
of Parent;  
  
 WHEREAS, the Merger is contingent upon the approval of the Merger and  
the Merger Agreement by the Company's stockholders at a special meeting of the  
Company's stockholders, and Textron desires to facilitate the Merger by agreeing  
to vote Textron's shares of the Company's Common Stock, $.01 per value (the  
"Common Stock") and any shares of Common Stock of the Company over which Textron  
has voting control in favor of the Merger and the Merger Agreement;  
  
 WHEREAS, Textron desires irrevocably to appoint Parent or any designee  
of Parent as Textron's lawful agent, attorney and proxy to vote in favor of the  
Merger and the Merger Agreement;  
  
 WHEREAS, in accordance with the Merger Agreement, shares of Common  
Stock owned by Textron at the Effective Time (as defined in the Merger  
Agreement) shall be converted into the right to receive cash in accordance with  
the Merger Agreement; and  
  
 WHEREAS, Textron has agreed to provide certain other inducements to  
Parent and Purchaser to induce them to enter into the Merger Agreement;  
  
 NOW, THEREFORE, in consideration of the mutual agreements, provisions  
and covenants set forth in the Merger Agreement and hereinafter in this  
Agreement, and for other good and valuable consideration, the receipt and  
sufficiency of which is hereby acknowledged, Textron agrees as follows:  
  
 1. Transfer Restriction. Textron will not sell, transfer or otherwise  
dispose of, or reduce his or its interest in any shares of Common Stock  
currently owned or hereafter acquired by it prior to the termination of this  
Agreement.  
  
  
 2. Irrevocable Proxy. Textron hereby irrevocably appoints Parent or any  
designee of Parent as Textron's lawful agent, attorney and proxy to vote or give  
consents with respect to all shares of Common Stock held by Textron and all  
shares of Common Stock over which Textron has voting control, in favor of the  
approval of the Merger and the Merger Agreement and any matters incidental  
thereto. Textron intends this proxy to be irrevocable and coupled with an  
interest. Parent agrees that it or its designee shall vote the shares of Common  
Stock held by Textron and the shares of Common Stock over which Textron has  
voting control in favor of the approval of the Merger and the Merger Agreement.  
The agents, attorneys and proxies named herein may not exercise this proxy on  
any other matter except as provided herein. Textron may vote all shares of  
Common Stock held by Textron and all shares of Common Stock over which Textron  
has voting control on all other matters.  
  
 3. Voting Agreement. If the Parent cannot or does not for any reason  
vote the proxy granted to the Parent in Section 2, above, at a special meeting  
of the stockholders of the Company called for the purpose of considering the  
approval of the Merger and the Merger Agreement, Textron agrees to vote all of  
the shares of Common Stock held by Textron and all shares of Common Stock over  
which Textron has voting control in favor of the Merger and the Merger  
Agreement.  
  
 4. No Shopping. Textron shall not directly or indirectly (i) solicit,  
initiate or encourage (or authorize any person to solicit, initiate or  
encourage) any inquiry, proposal or offer from any person (other than Parent) to  
acquire the business, property or capital stock of the Company or any direct or  
indirect subsidiary thereof, or any acquisition of a substantial equity interest  
in, or a substantial amount of the assets of, the Company or any direct or  
indirect subsidiary thereof, whether by merger, purchase of assets, tender offer  
or other transaction or (ii) participate in any discussion or negotiations  
regarding, or furnish to any other person any information with respect to, or  
otherwise cooperate in any way with, or participate in, facilitate or encourage  
any effort or attempt by any person (other than Parent) to do or seek any of the  
foregoing. Notwithstanding any provision in this Section 4 to the contrary,  
Textron's representative on the Company's Board of Directs may take actions in  
such capacity permitted under the Merger Agreement.  
  
 5. Transfer of Profits. In the event the Company is obligated to pay a  
Termination Fee (as defined in the Merger Agreement) pursuant to Section 7.5(c)  
or 7.5(d) of the Merger Agreement, Textron shall, within five (5) business days  
after the consummation of the transaction which triggers such obligation (a  
"Triggering Transaction"), pay Parent by wire transfer of immediately-available  
funds to an account specified in writing by Parent, the amount (hereinafter, the  
"Textron Takeover Fee") which equals the product of (a) the amount by which the  
consideration paid to Textron pursuant to such Triggering Transaction exceeds  
$10 per share of Common Stock and (b) the total number of shares of Common Stock  
transferred by Textron pursuant to such Triggering Transaction. The $10 per  
share shall be adjusted for any recapitalization, reclassifications, stock split  
or similar event  
  
  
 6. Miscellaneous.  
  
 (a) By signing below, Textron represents and warrants that Textron has  
all necessary power and authority to execute this Agreement and to cause  
Textron's shares of Common Stock and the shares of Common Stock over which  
Textron has voting control, to be voted as provided herein, and Textron has duly  
authorized, executed and delivered this Agreement.  
  
 (b) This Agreement shall be governed by and construed in accordance  
with the laws of the State of Delaware without giving effect to the principles  
of conflict of laws thereof.  
  
 (c) This Agreement may be executed in any number of counterparts, all  
of which taken together shall constitute one and the same instrument, and any  
and all of the parties hereto may execute this Agreement by signing any such  
counterpart.  
  
 (d) This Agreement shall terminate upon the earlier to occur of (i) the  
Effective Date or (ii) termination of the Merger Agreement in accordance with  
the terms thereof except that the provisions of Section 5 hereof shall continue  
for as long as Parent has the right to receive any payment of the Textron  
Takeover Fee.  
  
 (e) This Agreement shall be binding on Textron's successors and  
assigns.  
  
 (f) Textron has carefully read this agreement and discussed its  
requirements, to the extent Textron believes necessary, with its counsel or  
counsel for the Company.  
  
 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
executed as of the date first above written.  
  
  
 XXXXXXX INDUSTRIAL GROUP, INC.  
  
  
 By: /s/ Xxxxxxx Xxxxxxx  
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 Xxxxxxx Xxxxxxx  
 Chief Executive Officer  
  
  
 TEXTRON INC.  
  
  
 By: /s/ Xxxxxxx X. Key  
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 Xxxxxxx X. Key  
 Executive Vice President and  
 Chief Financial Officer