

by New England Mutual Life Insurance Company to visit and inspect, at the latter's expense, any of the properties of the Company or its Subsidiaries, including their books (and to make extracts therefrom), and to discuss their affairs, finances and accounts with their officers, all at such reasonable times and as often as New England Mutual Life Insurance Company may reasonably request.

4. Payments and Prepayments. The Company agrees that it will make no payments on account of the principal of the Notes so long as there remain outstanding any Note or Notes secured by said First Mortgage and Deed of Trust.

5. Indebtedness. Without the prior written consent of the holder or holders of the Notes at the time outstanding, the Company will not, and will not permit any Subsidiary to, create, incur, assume, guarantee or be or remain liable with respect to any Funded Debt or Short-Term Borrowing, other than:

(i) the Notes;

(ii) the Notes issued under and secured by said First Mortgage and Deed of Trust;

(iii) the 3% promissory notes dated July 1, 1955, now outstanding in an aggregate unpaid principal amount of \$851,703.55, said promissory notes having been given (in an aggregate principal amount of \$1,067,146.32) to the holders of unsecured promissory notes of and trade claims against the Company of \$5000 or more each, which were obligations of Coble Dairy Products, Inc. as of January 31, 1955, for such obligations and any obligations in lieu of or to refund the 3% promissory notes; and

(iv) Short-Term Borrowing by the Company in an aggregate amount not exceeding \$200,000 at any one time