

or

(c) abandon any substantial part of its or their properties.

11. Disposal of Indebtedness, Stock or Securities of Subsidiaries, etc. Without the prior written consent of the holder or holders of the Notes at the time outstanding, the Company will not:

(a) sell, assign, pledge or otherwise transfer (except to a Wholly Owned Subsidiary) any Indebtedness due to the Company from any Subsidiary, or any claim of the Company against any Subsidiary, or any shares of stock or securities of any Subsidiary, except for the transfer of directors' qualifying shares to directors, if required (in which event, options to acquire such shares for a nominal consideration shall be obtained), except for the pledge of the stocks of Coble Dairy Products, Inc. of West Virginia and Maegeo Farms, Inc. under this Mortgage and Deed of Trust, and except for the pledge of the stock of Coble Dairy Products, Inc. of West Virginia under the Mortgage and Deed of Trust securing the Company's demand Mortgage and Collateral Trust Notes referred to in subdivision (iii) of Section 5 hereof; or

(b) permit any Subsidiary to sell, assign, pledge or otherwise transfer (except to the Company or a Wholly Owned Subsidiary) any Indebtedness of or claim against the Company or any other Subsidiary, or any shares of stock or securities of any other Subsidiary, except directors' qualifying shares to directors, if required (in which event, options to acquire such shares for a nominal consideration shall be obtained); or

(c) permit any Subsidiary to issue or sell any shares of its stock or any of its securities except to