



(b) sell or otherwise dispose of any capital assets in any fiscal year if, after giving effect to the disposal of such capital assets, the aggregate fair market value of all capital assets disposed of by the Company and its Subsidiaries in such fiscal year would be in excess of \$25,000; 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 under this Mortgage and Deed of Trust, and except for the pledge of the stock of Maegeo Farms, Inc. and the stock of Coble Dairy Products, Inc. of West Virginia to secure the Company's First Mortgage and Collateral Trust Notes; 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