

their ability to raise any and all challenges to venue and jurisdiction in the District of Columbia in any future litigation. Except for an action to enforce the Stipulation and Final Judgment, the parties agree that plaintiff will not use the Stipulation and Final Judgment in this matter as a basis to establish personal jurisdiction over defendants in any future action or proceeding of any type in the District of Columbia;

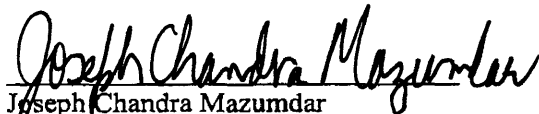
4. In the event plaintiff withdraws its consent or if the proposed Final Judgment is not entered pursuant to this Stipulation, this Stipulation shall be of no effect whatever and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding; and

5. The entry of Final Judgment in accordance with this Stipulation settles, discharges, and releases any and all claims of plaintiff for civil penalties pursuant to Section 7A(g)(1) of the Clayton Act, 15 U.S.C. § 18a(g)(1), against the defendants and their officers, directors, employees or trustees, for failure to comply with Section 7A of the Clayton Act, 15 U.S.C. § 18a, in connection with Smithfield Foods, Inc.'s acquisition of Premium Standard Farms, Inc.

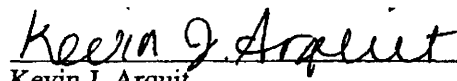
Dated this 21 day of January 2010.

Respectfully submitted,

FOR PLAINTIFF UNITED STATES OF
AMERICA


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FOODS, INC. AND PREMIUM
STANDARD FARMS, LLC


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