

D47776.SUB



<SUBMISSION>  
<TYPE> 8-K  
<DOCUMENT-COUNT> 8  
<LIVE>  
<FILER-CIK> 0001199114  
<FILER-CCC> #####  
<CONTACT-NAME> EDGAR Filing Group  
<CONTACT-PHONE-NUMBER> 214-651-1001 ex 5300  
<SROS> NONE  
<PERIOD> 06-20-2007  
<NOTIFY-INTERNET> ctate@velaw.com  
<NOTIFY-INTERNET> chathaway@velaw.com  
<ITEMS> 1.01  
<ITEMS> 3.03  
<ITEMS> 8.01  
<ITEMS> 9.01



<DOCUMENT>  
<TYPE> 8-K  
<FILENAME> d47776e8vk.htm  
<DESCRIPTION> Form 8-K  
<TEXT>

---

---

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15 (d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): June 20, 2007**

**S&C Holdco 3, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**333-100717**  
(Commission  
File Number)

**81-0557245**  
(IRS Employer  
Identification No.)

**1770 Promontory Circle,  
Greeley, CO**  
(Address of principal executive offices)

**80634**  
(Zip Code)

Registrant's telephone number, including area code: **(970) 506-8000**

**Not applicable**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
- 
-

### Item 1.01 – Entry into a Material Definitive Agreement

The information set forth in Item 8.01 of this Form 8-K is hereby incorporated into this Item 1.01 by reference.

### Item 3.03 – Material Modification to Rights of Security Holders

The information set forth in Item 8.01 of this Form 8-K is hereby incorporated into this Item 3.03 by reference.

### Item 8.01 – Other Events

On June 21, 2007, Swift Foods Company (“SFC”), the ultimate parent of S&C Holdco 3, Inc. (“S&C Holdco 3”), issued a press release, a copy of which is attached hereto as Exhibit 99.1 and is incorporated herein by reference, announcing the determination of the pricing for its previously announced cash tender offer to purchase any and all of the outstanding 10.25% Convertible Senior Subordinated Notes due 2010 (the “10.25% Convertible Notes”) (CUSIP No. 87074RAA6) of SFC. The tender offer and consent solicitation are being made upon the terms and conditions set forth in an Offer to Purchase and Consent Solicitation Statement dated June 7, 2007, as amended and supplemented by the Supplement and Amendment to Offer to Purchase and Consent Solicitation Statement dated June 19, 2007, and the related Consent and Letter of Transmittal (collectively, the “Offer”).

On June 21, 2007, Swift & Company (“S&C”), a wholly owned subsidiary of S&C Holdco 3, S&C Holdco 3 and SFC issued a press release, a copy of which is attached hereto as Exhibit 99.2 and is incorporated herein by reference, announcing the receipt of the requisite consents to adopt the proposed amendments to the applicable indentures governing: (i) in the case of S&C, (a) the 12-1/2% Senior Subordinated Notes due January 1, 2010 (the “12-1/2% Subordinated Notes”) (CUSIP No. 870700AG6), and (b) the 10-1/8% Senior Notes due 2009 (the “10-1/8% Senior Notes”) (CUSIP No. 870700AD3), (ii) in the case of SFC, the 10.25% Convertible Notes and (iii) in the case of Holdco 3, the 11.00% Senior Notes due 2010 (the “11.00% Senior Notes”) (CUSIP No. 78379BAA2) pursuant to the Offer.

S&C and its subsidiaries guaranteeing the 10-1/8% Senior Notes and the trustee have entered into a supplemental indenture (the “Third Supplemental Indenture”) as of June 20, 2007 giving effect to the proposed amendments to the indenture governing the 10-1/8% Senior Notes, a copy of which is filed as Exhibit 4.1 and is incorporated herein by reference. The Third Supplemental Indenture will only become operative at such time as S&C accepts for payment the 10-1/8% Senior Notes tendered pursuant to the Offer.

S&C and its subsidiaries guaranteeing the 12-1/2% Subordinated Notes and the trustee have entered into a supplemental indenture (the “Fourth Supplemental Indenture”) as of June 20, 2007 giving effect to the proposed amendments to the indenture governing the 12-1/2% Subordinated Notes, a copy of which is filed as Exhibit 4.2 and is incorporated herein by reference. The Fourth Supplemental Indenture will only become operative at such time as S&C accepts for payment the 12-1/2% Subordinated Notes tendered pursuant to the Offer.

SFC, S&C Holdco 3 as guarantor and the trustee have entered into a supplemental indenture (the “10.25% Convertible Notes First Supplemental Indenture”) as of June 21, 2007 giving effect to the proposed amendments to the indenture governing the 10.25% Convertible Notes, a copy of which is filed as Exhibit 4.3 and is incorporated herein by reference. The 10.25% Convertible Notes First Supplemental Indenture will only become operative at such time as SFC accepts for payment the 10.25% Convertible Notes tendered pursuant to the Offer.

S&C Holdco 3 and the trustee have entered into a supplemental indenture (the “11.00% Senior Notes First Supplemental Indenture”) as of June 21, 2007 giving effect to the proposed amendments to the indenture governing the 11.00% Senior Notes, a copy of which is filed as Exhibit 4.4 and is incorporated herein by reference. The 11.00% Senior Notes First Supplemental Indenture will only become operative at such time as S&C Holdco 3 accepts for payment the 11.00% Senior Notes tendered pursuant to the Offer.

### Item 9.01 – Financial Statements and Exhibits

(d) Exhibits

[E/O]

CRC: 13043  
EDGAR 2

**BOD D47776 003.00.00.00 0/2**  


---

| <b>Exhibit Number</b> | <b>Exhibit Title</b>                                                                                                                                              |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.1                   | Third Supplemental Indenture, dated as of June 20, 2007, by and among Swift & Company, the guarantors named therein and The Bank of New York Trust Company, N.A.  |
| 4.2                   | Fourth Supplemental Indenture, dated as of June 20, 2007, by and among Swift & Company, the guarantors named therein and The Bank of New York Trust Company, N.A. |
| 4.3                   | First Supplemental Indenture, dated as of June 21, 2007, by and among Swift Foods Company, S&C Holdco 3, Inc. and The Bank of New York Trust Company, N.A.        |
| 4.4                   | First Supplemental Indenture, dated as of June 21, 2007, by and among S&C Holdco 3, Inc. and The Bank of New York Trust Company, N.A.                             |
| 99.1                  | Press Release, dated June 21, 2007                                                                                                                                |
| 99.2                  | Press Release, dated June 21, 2007                                                                                                                                |

---

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

S&C HOLDCO 3, INC.

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President, General Counsel and Secretary

Date: June 25, 2007

---

**EXHIBIT INDEX**

| <b>Exhibit Number</b> | <b>Exhibit Title</b>                                                                                                                                              |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.1                   | Third Supplemental Indenture, dated as of June 20, 2007, by and among Swift & Company, the guarantors named therein and The Bank of New York Trust Company, N.A.  |
| 4.2                   | Fourth Supplemental Indenture, dated as of June 20, 2007, by and among Swift & Company, the guarantors named therein and The Bank of New York Trust Company, N.A. |
| 4.3                   | First Supplemental Indenture, dated as of June 21, 2007, by and among Swift Foods Company, S&C Holdco 3, Inc. and The Bank of New York Trust Company, N.A.        |
| 4.4                   | First Supplemental Indenture, dated as of June 21, 2007, by and among S&C Holdco 3, Inc. and The Bank of New York Trust Company, N.A.                             |
| 99.1                  | Press Release, dated June 21, 2007                                                                                                                                |
| 99.2                  | Press Release, dated June 21, 2007                                                                                                                                |



<DOCUMENT>  
<TYPE> EX-4.1  
<FILENAME> d47776exv4w1.htm  
<DESCRIPTION> Third Supplemental Indenture  
<TEXT>

**Exhibit 4.1**

SWIFT & COMPANY

AS ISSUER

AND

THE GUARANTORS NAMED HEREIN

AS GUARANTORS

AND

THE BANK OF NEW YORK TRUST COMPANY, N.A.  
(formerly known as The Bank of New York Trust Company of Florida, N.A.)

AS TRUSTEE

---

THIRD SUPPLEMENTAL INDENTURE  
DATED AS OF JUNE 20, 2007  
TO  
INDENTURE  
DATED AS OF SEPTEMBER 19, 2002

---

10 1/8% SENIOR NOTES DUE 2009

**THIRD SUPPLEMENTAL INDENTURE**, dated as of June 20, 2007, by and among Swift & Company, a Delaware corporation (the “Company”), the entities identified as Guarantors on the signature pages hereto (the “Guarantors”) and The Bank of New York Trust Company, N.A. (formerly known as The Bank of New York Trust Company of Florida, N.A.), as trustee (the “Trustee”).

**WHEREAS**, the Company and certain guarantors have heretofore executed and delivered to the Trustee an Indenture, dated as of September 19, 2002, as amended by the First Supplemental Indenture, dated as of October 14, 2002, and the Second Supplemental Indenture, dated as of January 30, 2003 (collectively, the “Indenture”), providing for the issuance of 10 1/8% Senior Notes due 2009 (the “Notes”); and

**WHEREAS**, there have been issued and are now outstanding under the Indenture, Notes in the aggregate principal amount of \$268,000,000; and

**WHEREAS**, Section 9.02 of the Indenture provides that the Company and the Trustee may amend or supplement certain provisions of the Indenture with the consent of the holders of a majority in principal amount of the Notes then outstanding; and

**WHEREAS**, the Company has offered to purchase each of the Notes for cash, upon the terms and subject to the conditions set forth in that certain Offer to Purchase and Consent Solicitation Statement, dated June 7, 2007 (the “Offer Statement”), and the accompanying Consent and Letter of Transmittal (the “Letter of Transmittal”) and, together with the Offer Statement and the ancillary documents associated therewith, the “Offer to Purchase”); and

**WHEREAS**, under the terms of the Offer to Purchase, holders that tender Notes in accordance with the terms of the Offer to Purchase and who deliver a duly executed Letter of Transmittal are deemed to consent to certain amendments to the Indenture which would permanently delete or amend certain of the covenants, events of default and other related provisions of the Indenture (the “Proposed Amendments”); and

**WHEREAS**, in accordance with the terms of the Indenture, holders of a majority in principal amount of the outstanding Notes have tendered their Notes and consented to the Proposed Amendments to be effected by this Third Supplemental Indenture; and

**WHEREAS**, the execution and delivery of this Third Supplemental Indenture has been authorized by resolutions of the Boards of Directors of the Company and the Guarantors and the Trustee has received an Officer’s Certificate and an Opinion of Counsel pursuant to Section 9.06 of the Indenture; and

**WHEREAS**, all conditions and requirements necessary to make this Third Supplemental Indenture a valid, legal, binding and enforceable instrument in accordance with its terms have been performed and fulfilled by the parties hereto and the execution and delivery thereof have been in all respects duly authorized by the parties hereto.

**NOW, THEREFORE**, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the holders of Notes, as follows:

**ARTICLE 1.**

**AMENDMENT TO INDENTURE**

**SECTION 1.1. AMENDMENT.** Effective as of the Operative Date (as hereinafter defined), the Indenture is hereby amended as follows:

(a) The following sections of the Indenture are deleted in their entirety: Sections 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20, 4.22, 5.01(c)(ii), 5.01(f)(iv), 5.02, 6.01(iv), 6.01(v), 6.05, 8.04(b), 8.04(c), 8.04(f), 8.04(h) and 8.04(i).

The text of the above sections are replaced by the phrase “[Intentionally Omitted]” and the surrounding sections are not renumbered.

(b) Section 4.21 is deleted in its entirety except as herein provided, such that Section 4.21, as amended, shall read as follows:

Notwithstanding the provisions of the foregoing paragraph and the other provisions of this Indenture, any Guarantee by a Restricted Subsidiary of the Notes will provide by its terms that it shall be automatically and unconditionally released and discharged upon:

(a) any sale, exchange or transfer, to any Person not an Affiliate of the Company, of all of the Company’s Capital Stock in, or all or substantially all the assets of, such Restricted Subsidiary, which sale, exchange or transfer is not prohibited by this Indenture; or

(b) in the case of a guarantee by a Foreign Restricted Subsidiary, the release or discharge of the Guarantee that resulted in the creation of such Guarantee of the Notes, except a discharge or release by or as a result of payment under such Guarantee.

In addition, any Guarantee by a Restricted Subsidiary will be automatically and unconditionally released and discharged if the Company designates such Restricted Subsidiary as an Unrestricted Subsidiary in accordance with this Indenture.

(c) Sections of the Indenture and the Notes not amended pursuant to Sections 1.1(a) or 1.1(b) hereof are amended to delete any references in the Indenture or the Notes to sections deleted pursuant to Sections 1.1(a) and 1.1(b) hereof.

(d) All definitions set forth in Section 1.01 of the Indenture that relate to defined terms used solely in the sections deleted hereby are deleted in their entirety.

**SECTION 1.2. WAIVER.** Subject to Section 6.04 of the Indenture (to the extent applicable), all Defaults and Events of Default that may exist under the Indenture as of the Operative Date are hereby waived.

## ARTICLE II

### MISCELLANEOUS PROVISIONS

**SECTION 2.1. DEFINED TERMS.** For all purposes of this Third Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Third Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

**SECTION 2.2. INDENTURE.** Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect.

**SECTION 2.3. GOVERNING LAW.** THIS THIRD SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

**SECTION 2.4. SUCCESSORS.** All agreements of the Company and the Guarantors in this Third Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Third Supplemental Indenture shall bind its successors.

**SECTION 2.5. DUPLICATE ORIGINALS.** All parties may sign any number of copies of this Third Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement.

**SECTION 2.6. SEVERABILITY.** In case any one or more of the provisions in this Third Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

---

**SECTION 2.7. TRUSTEE DISCLAIMER.** The Trustee accepts the amendment of the Indenture effected by this Third Supplemental Indenture, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company and the Guarantors, or for or with respect to (i) the validity or sufficiency of this Third Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company and the Guarantors by corporate action or otherwise, (iii) the due execution hereof by the Company and the Guarantors or (iv) the consequences (direct or indirect and whether deliberate or inadvertent) of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

**SECTION 2.8. EFFECTIVENESS.** This Third Supplemental Indenture shall become effective upon execution. The amendments to the Indenture made hereby shall only become operative at such time as the Company accepts the Notes tendered pursuant to the Offer to Purchase for payment (the "Operative Date"). In the event the Company withdraws or terminates the Offer to Purchase, or any condition of the Offer to Purchase is not satisfied or waived by the Company, on or prior to the Final Acceptance Date (as defined in the Offer to Purchase), this Third Supplemental Indenture shall become null and void.

[The Remainder of This Page is Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Third Supplemental Indenture to be duly executed as of the day and year written above.

SWIFT & COMPANY,  
as Issuer

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

S&C HOLDCO 3, INC.,  
as Guarantor

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

SWIFT BEEF COMPANY,  
as Guarantor

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

SWIFT PORK COMPANY,  
as Guarantor

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

[E/O]

CRC: 14294  
EDGAR 2

BOD D47776 704.01.07.00 0/2  


SWIFT BRANDS COMPANY,  
as Guarantor

By: /s/ Donald F. Wiseman

Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

MILLER BROS. CO., INC.,  
as Guarantor

By: /s/ Donald F. Wiseman

Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

MONFORT FOOD DISTRIBUTION COMPANY,  
as Guarantor

By: /s/ Donald F. Wiseman

Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

SWIFT & COMPANY INTERNATIONAL SALES  
CORPORATION,  
as Guarantor

By: /s/ Donald F. Wiseman

Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

[E/O]

CRC: 24979  
EDGAR 2

**BOD D47776 704.01.08.00 0/2**  


MONFORT, INC.,  
as Guarantor

By: /s/ Donald F. Wiseman

Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

S&C RESALE COMPANY,  
as Guarantor

By: /s/ Donald F. Wiseman

Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

THE BANK OF NEW YORK TRUST COMPANY, N.A.  
(formerly known as The Bank of New York Trust  
Company of Florida, N.A.),  
as Trustee

By: /s/ Alma Marcella Burgess

Name: Alma Marcella Burgess  
Title: Assistant Vice President



<DOCUMENT>  
<TYPE> EX-4.2  
<FILENAME> d47776exv4w2.htm  
<DESCRIPTION> Fourth Supplemental Indenture  
<TEXT>

**Exhibit 4.2**

SWIFT & COMPANY

AS ISSUER

AND

THE GUARANTORS NAMED HEREIN

AS GUARANTORS

AND

THE BANK OF NEW YORK TRUST COMPANY, N.A.  
(formerly known as The Bank of New York Trust Company of Florida, N.A.)

AS TRUSTEE

---

FOURTH SUPPLEMENTAL INDENTURE  
DATED AS OF JUNE 20, 2007  
TO  
INDENTURE  
DATED AS OF SEPTEMBER 19, 2002

---

12 1/2% SENIOR SUBORDINATED NOTES DUE JANUARY 1, 2010

**FOURTH SUPPLEMENTAL INDENTURE**, dated as of June 20, 2007, by and among Swift & Company, a Delaware corporation (the “Company”), the entities identified as Guarantors on the signature pages hereto (the “Guarantors”) and The Bank of New York Trust Company, N.A. (formerly known as The Bank of New York Trust Company of Florida, N.A.), as trustee (the “Trustee”).

**WHEREAS**, the Company and certain guarantors have heretofore executed and delivered to the Trustee an Indenture, dated as of September 19, 2002, as amended by the First Supplemental Indenture, dated as of October 14, 2002, the Second Supplemental Indenture, dated as of January 30, 2003, and the Third Supplemental Indenture, dated as of March 26, 2003 (collectively, the “Indenture”), providing for the issuance of 12 1/2% Senior Subordinated Notes due January 1, 2010 (the “Notes”); and

**WHEREAS**, there have been issued and are now outstanding under the Indenture, Notes in the aggregate principal amount of \$150,000,000; and

**WHEREAS**, Section 9.02 of the Indenture provides that the Company and the Trustee may amend or supplement certain provisions of the Indenture with the consent of the holders of a majority in principal amount of the Notes then outstanding; and

**WHEREAS**, the Company has offered to purchase each of the Notes for cash, upon the terms and subject to the conditions set forth in that certain Offer to Purchase and Consent Solicitation Statement, dated June 7, 2007 (the “Offer Statement”), and the accompanying Consent and Letter of Transmittal (the “Letter of Transmittal”) and, together with the Offer Statement and the ancillary documents associated therewith, the “Offer to Purchase”); and

**WHEREAS**, under the terms of the Offer to Purchase, holders that tender Notes in accordance with the terms of the Offer to Purchase and who deliver a duly executed Letter of Transmittal are deemed to consent to certain amendments to the Indenture which would permanently delete or amend certain of the covenants, events of default and other related provisions of the Indenture (the “Proposed Amendments”); and

**WHEREAS**, in accordance with the terms of the Indenture, holders of a majority in principal amount of the outstanding Notes have tendered their Notes and consented to the Proposed Amendments to be effected by this Fourth Supplemental Indenture; and

**WHEREAS**, the execution and delivery of this Fourth Supplemental Indenture has been authorized by resolutions of the Boards of Directors of the Company and the Guarantors and the Trustee has received an Officer’s Certificate and an Opinion of Counsel pursuant to Section 9.07 of the Indenture; and

**WHEREAS**, all conditions and requirements necessary to make this Fourth Supplemental Indenture a valid, legal, binding and enforceable instrument in accordance

with its terms have been performed and fulfilled by the parties hereto and the execution and delivery thereof have been in all respects duly authorized by the parties hereto.

**NOW, THEREFORE**, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the holders of Notes, as follows:

**ARTICLE 1.**

**AMENDMENT TO INDENTURE**

**SECTION 1.1. AMENDMENT.** Effective as of the Operative Date (as hereinafter defined), the Indenture is hereby amended as follows:

(a) The following sections of the Indenture are deleted in their entirety: Sections 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20, 4.22, 5.01(c)(ii), 5.01(f)(iv), 5.02, 6.01(iv), 6.01(v), 6.05, 8.04(b), 8.04(c), 8.04(f), 8.04(h) and 8.04(i).

The text of the above sections are replaced by the phrase “[Intentionally Omitted]” and the surrounding sections are not renumbered.

(b) Section 4.21 is deleted in its entirety except as herein provided, such that Section 4.21, as amended, shall read as follows:

Notwithstanding the provisions of the foregoing paragraph and the other provisions of this Indenture, any Guarantee by a Restricted Subsidiary of the Notes will provide by its terms that it shall be automatically and unconditionally released and discharged upon:

(a) any sale, exchange or transfer, to any Person not an Affiliate of the Company, of all of the Company’s Capital Stock in, or all or substantially all the assets of, such Restricted Subsidiary, which sale, exchange or transfer is not prohibited by this Indenture; or

(b) in the case of a guarantee by a Foreign Restricted Subsidiary, the release or discharge of the Guarantee that resulted in the creation of such Guarantee of the Notes, except a discharge or release by or as a result of payment under such Guarantee.

In addition, any Guarantee by a Restricted Subsidiary will be automatically and unconditionally released and discharged if the Company designates such Restricted

Subsidiary as an Unrestricted Subsidiary in accordance with this Indenture.

(c) Sections of the Indenture and the Notes not amended pursuant to Sections 1.1(a) or 1.1(b) hereof are amended to delete any references in the Indenture or the Notes to sections deleted pursuant to Sections 1.1(a) and 1.1(b) hereof.

(d) All definitions set forth in Section 1.01 of the Indenture that relate to defined terms used solely in the sections deleted hereby are deleted in their entirety.

**SECTION 1.2. WAIVER.** Subject to Section 6.04 of the Indenture (to the extent applicable), all Defaults and Events of Default that may exist under the Indenture as of the Operative Date are hereby waived.

## ARTICLE II

### MISCELLANEOUS PROVISIONS

**SECTION 2.1. DEFINED TERMS.** For all purposes of this Fourth Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Fourth Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

**SECTION 2.2. INDENTURE.** Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect.

**SECTION 2.3. GOVERNING LAW.** THIS FOURTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

**SECTION 2.4. SUCCESSORS.** All agreements of the Company and the Guarantors in this Fourth Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Fourth Supplemental Indenture shall bind its successors.

**SECTION 2.5. DUPLICATE ORIGINALS.** All parties may sign any number of copies of this Fourth Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement.

**SECTION 2.6. SEVERABILITY.** In case any one or more of the provisions in this Fourth Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any

way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

**SECTION 2.7. TRUSTEE DISCLAIMER.** The Trustee accepts the amendment of the Indenture effected by this Fourth Supplemental Indenture, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company and the Guarantors, or for or with respect to (i) the validity or sufficiency of this Fourth Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company and the Guarantors by corporate action or otherwise, (iii) the due execution hereof by the Company and the Guarantors or (iv) the consequences (direct or indirect and whether deliberate or inadvertent) of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

**SECTION 2.8. EFFECTIVENESS.** This Fourth Supplemental Indenture shall become effective upon execution. The amendments to the Indenture made hereby shall only become operative at such time as the Company accepts the Notes tendered pursuant to the Offer to Purchase for payment (the "Operative Date"). In the event the Company withdraws or terminates the Offer to Purchase, or any condition of the Offer to Purchase is not satisfied or waived by the Company, on or prior to the Final Acceptance Date (as defined in the Offer to Purchase), this Fourth Supplemental Indenture shall become null and void.

[The Remainder of This Page is Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed as of the day and year written above.

SWIFT & COMPANY,  
as Issuer

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

S&C HOLDCO 3, INC.,  
as Guarantor

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

SWIFT BEEF COMPANY,  
as Guarantor

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

SWIFT PORK COMPANY,  
as Guarantor

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

[E/O]

CRC: 13944  
EDGAR 2

BOD D47776 704.02.07.00 0/1  


SWIFT BRANDS COMPANY,  
as Guarantor

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

MILLER BROS. CO., INC.,  
as Guarantor

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

MONFORT FOOD DISTRIBUTION  
COMPANY,  
as Guarantor

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

SWIFT & COMPANY INTERNATIONAL  
SALES CORPORATION,  
as Guarantor

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

[E/O]

CRC: 18717  
EDGAR 2

**BOD D47776 704.02.08.00 0/1**  


MONFORT, INC.,  
as Guarantor

By: /s/ Donald F. Wiseman

Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

S&C RESALE COMPANY,  
as Guarantor

By: /s/ Donald F. Wiseman

Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

THE BANK OF NEW YORK TRUST  
COMPANY, N.A. (formerly known as The  
Bank of New York Trust Company of  
Florida, N.A.),  
as Trustee

By: /s/ Alma Marcella Burgess

Name: Alma Marcella Burgess  
Title: Assistant Vice President



<DOCUMENT>  
<TYPE> EX-4.3  
<FILENAME> d47776exv4w3.htm  
<DESCRIPTION> First Supplemental Indenture  
<TEXT>

**Exhibit 4.3**

SWIFT FOODS COMPANY  
AS ISSUER  
AND  
S&C HOLDCO 3, INC.  
AS GUARANTOR  
AND  
THE BANK OF NEW YORK TRUST COMPANY, N.A.  
AS TRUSTEE

---

FIRST SUPPLEMENTAL INDENTURE  
DATED AS OF JUNE 21, 2007  
TO  
INDENTURE  
DATED AS OF MARCH 11, 2005

---

10.25% CONVERTIBLE SENIOR SUBORDINATED NOTES DUE 2010

**FIRST SUPPLEMENTAL INDENTURE**, dated as of June 21, 2007, by and among Swift Foods Company, a Delaware corporation (the “Company”), S&C Holdco 3, Inc., a Delaware corporation and wholly-owned indirect subsidiary of the Company (the “Guarantor”), and The Bank of New York Trust Company, N.A., as trustee (the “Trustee”).

**WHEREAS**, the Company and the Guarantor have heretofore executed and delivered to the Trustee an Indenture, dated as of March 11, 2005 (the “Indenture”), providing for the issuance of 10.25% Convertible Senior Subordinated Notes due 2010 (the “Notes”); and

**WHEREAS**, there have been issued and are now outstanding under the Indenture, Notes in the aggregate principal amount of approximately \$94.2 million; and

**WHEREAS**, Section 9.02 of the Indenture provides that the Company and the Trustee may amend or supplement certain provisions of the Indenture with the consent of the holders of a majority in principal amount of the Notes then outstanding; and

**WHEREAS**, the Company has offered to purchase each of the Notes for cash, upon the terms and subject to the conditions set forth in that certain Offer to Purchase and Consent Solicitation Statement, dated June 7, 2007 (the “Offer Statement”), and the accompanying Consent and Letter of Transmittal (the “Letter of Transmittal” and, together with the Offer Statement and the ancillary documents associated therewith, the “Offer to Purchase”); and

**WHEREAS**, under the terms of the Offer to Purchase, holders that tender Notes in accordance with the terms of the Offer to Purchase and who deliver a duly executed Letter of Transmittal are deemed to consent to certain amendments to the Indenture which would permanently delete or amend certain of the covenants, events of default and other related provisions of the Indenture (the “Proposed Amendments”); and

**WHEREAS**, in accordance with the terms of the Indenture, holders of a majority in principal amount of the outstanding Notes have tendered their Notes and consented to the Proposed Amendments to be effected by this First Supplemental Indenture; and

**WHEREAS**, the execution and delivery of this First Supplemental Indenture has been authorized by resolutions of the Boards of Directors of the Company and the Guarantor, and the Trustee has received an Officer’s Certificate and an Opinion of Counsel pursuant to Section 9.07 of the Indenture; and

**WHEREAS**, all conditions and requirements necessary to make this First Supplemental Indenture a valid, legal, binding and enforceable instrument in accordance with its terms have been performed and fulfilled by the parties and the execution and delivery thereof have been in all respects duly authorized by the parties hereto.

**NOW, THEREFORE**, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the holders of Notes, as follows:

**ARTICLE 1.**

**AMENDMENT TO INDENTURE**

**SECTION 1.1. AMENDMENT.** Effective as of the Operative Date (as hereinafter defined), the Indenture is hereby amended as follows:

(a) The following sections of the Indenture are deleted in their entirety: Sections 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20, 4.21, 4.22, 4.23, 4.24, 4.25, 4.27, 5.01(c)(iii)(B), 5.02, 6.01(v), 6.01(vi), 6.01(vii), 6.01(viii), 6.05, 8.04(b), 8.04(c), 8.04(f), 8.04(h) and 8.04(i).

The text of the above sections are replaced by the phrase “[Intentionally Omitted]” and the surrounding sections are not renumbered.

(b) Section 4.26 is deleted in its entirety except as herein provided, such that Section 4.26, as amended, shall read as follows:

In addition, any Guarantee by a Restricted Subsidiary will be automatically and unconditionally released and discharged if Holdco 3 designates such Restricted Subsidiary as an Unrestricted Subsidiary in accordance with this Indenture.

(c) Sections of the Indenture and the Notes not amended pursuant to Sections 1.1(a) or 1.1(b) hereof are amended to delete any references in the Indenture or the Notes to sections deleted pursuant to Sections 1.1(a) and 1.1(b) hereof.

(d) All definitions set forth in Section 1.01 of the Indenture that relate to defined terms used solely in the sections deleted hereby are deleted in their entirety.

**SECTION 1.2. WAIVER.** Subject to Section 6.04 of the Indenture (to the extent applicable), all Defaults and Events of Default that may exist under the Indenture as of the Operative Date are hereby waived.

**ARTICLE II**

**MISCELLANEOUS PROVISIONS**

**SECTION 2.1. DEFINED TERMS.** For all purposes of this First Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms

used in capitalized form in this First Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

**SECTION 2.2. INDENTURE.** Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect.

**SECTION 2.3. GOVERNING LAW.** THIS FIRST SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

**SECTION 2.4. SUCCESSORS.** All agreements of the Company and the Guarantor in this First Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this First Supplemental Indenture shall bind its successors.

**SECTION 2.5. DUPLICATE ORIGINALS.** All parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement.

**SECTION 2.6. SEVERABILITY.** In case any one or more of the provisions in this First Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

**SECTION 2.7. TRUSTEE DISCLAIMER.** The Trustee accepts the amendment of the Indenture effected by this First Supplemental Indenture, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company and the Guarantor, or for or with respect to (i) the validity or sufficiency of this First Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company and the Guarantor by corporate action or otherwise, (iii) the due execution hereof by the Company and the Guarantor or (iv) the consequences (direct or indirect and whether deliberate or inadvertent) of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

**SECTION 2.8. EFFECTIVENESS.** This First Supplemental Indenture shall become effective upon execution. The amendments to the Indenture made hereby shall only become operative at such time as the Company accepts the Notes tendered pursuant to the Offer to Purchase for payment (the "Operative Date"). In the event the Company

**[E/O]**

CRC: 47572  
**EDGAR 2**

**BOD D47776 704.03.05.00 0/1**  


---

withdraws or terminates the Offer to Purchase, or any condition of the Offer to Purchase is not satisfied or waived by the Company, on or prior to the Final Acceptance Date (as defined in the Offer to Purchase), this First Supplemental Indenture shall become null and void.

[The Remainder of This Page is Intentionally Left Blank]

---

**IN WITNESS WHEREOF**, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the day and year written above.

SWIFT FOODS COMPANY,  
as Issuer

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

S&C HOLDCO 3, INC.,  
as Guarantor

By: /s/ Donald F. Wiseman  
Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

THE BANK OF NEW YORK TRUST COMPANY, N.A.,  
as Trustee

By: /s/ Alma Marcella Burgess  
Name: Alma Marcella Burgess  
Title: Assistant Vice President



<DOCUMENT>  
<TYPE> EX-4.4  
<FILENAME> d47776exv4w4.htm  
<DESCRIPTION> First Supplemental Indenture  
<TEXT>

**Exhibit 4.4**

S&C HOLDCO 3, INC.  
AS ISSUER  
AND  
THE BANK OF NEW YORK TRUST COMPANY, N.A.  
AS TRUSTEE

---

FIRST SUPPLEMENTAL INDENTURE  
DATED AS OF JUNE 21, 2007  
TO  
INDENTURE  
DATED AS OF MARCH 11, 2005

---

11.00% SENIOR NOTES DUE 2010

**FIRST SUPPLEMENTAL INDENTURE**, dated as of June 21, 2007, by and between S&C Holdco 3, Inc., a Delaware corporation (the “Company”), and The Bank of New York Trust Company, N.A., as trustee (the “Trustee”).

**WHEREAS**, the Company and certain guarantors have heretofore executed and delivered to the Trustee an Indenture, dated as of March 11, 2005 (the “Indenture”), providing for the issuance of 11.00% Senior Notes due 2010 (the “Notes”); and

**WHEREAS**, there have been issued and are now outstanding under the Indenture, Notes in the aggregate principal amount of approximately \$125.1 million; and

**WHEREAS**, Section 9.02 of the Indenture provides that the Company and the Trustee may amend or supplement certain provisions of the Indenture with the consent of the holders of a majority in principal amount of the Notes then outstanding; and

**WHEREAS**, the Company has offered to purchase each of the Notes for cash, upon the terms and subject to the conditions set forth in that certain Offer to Purchase and Consent Solicitation Statement, dated June 7, 2007 (the “Offer Statement”), and the accompanying Consent and Letter of Transmittal (the “Letter of Transmittal” and, together with the Offer Statement and the ancillary documents associated therewith, the “Offer to Purchase”); and

**WHEREAS**, under the terms of the Offer to Purchase, holders that tender Notes in accordance with the terms of the Offer to Purchase and who deliver a duly executed Letter of Transmittal are deemed to consent to certain amendments to the Indenture which would permanently delete or amend certain of the covenants, events of default and other related provisions of the Indenture (the “Proposed Amendments”); and

**WHEREAS**, in accordance with the terms of the Indenture, holders of a majority in principal amount of the outstanding Notes have tendered their Notes and consented to the Proposed Amendments to be effected by this First Supplemental Indenture; and

**WHEREAS**, the execution and delivery of this First Supplemental Indenture has been authorized by resolutions of the Board of Directors of the Company and the Trustee has received an Officer’s Certificate and an Opinion of Counsel pursuant to Section 9.06 of the Indenture; and

**WHEREAS**, all conditions and requirements necessary to make this First Supplemental Indenture a valid, legal, binding and enforceable instrument in accordance with its terms have been performed and fulfilled by the Company and the Trustee and the execution and delivery thereof have been in all respects duly authorized by the Company and the Trustee.

**NOW, THEREFORE**, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the holders of Notes, as follows:

**ARTICLE 1.**

**AMENDMENT TO INDENTURE**

**SECTION 1.1. AMENDMENT.** Effective as of the Operative Date (as hereinafter defined), the Indenture is hereby amended as follows:

(a) The following sections of the Indenture are deleted in their entirety: Sections 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20, 4.22, 4.23, 4.24, 5.01(c)(ii), 5.02, 6.01(iv), 6.01(v), 6.05, 8.04(b), 8.04(c), 8.04(f), 8.04(h), 8.04(i) and 10.04(d).

The text of the above sections are replaced by the phrase “[Intentionally Omitted]” and the surrounding sections are not renumbered.

(b) Section 4.21 is deleted in its entirety except as herein provided, such that Section 4.21, as amended, shall read as follows:

In addition, any Subsidiary Guarantee by a Restricted Subsidiary will be automatically and unconditionally released and discharged if the Company designates such Restricted Subsidiary as an Unrestricted Subsidiary in accordance with this Indenture.

(c) Sections of the Indenture and the Notes not amended pursuant to Sections 1.1(a) or 1.1(b) hereof are amended to delete any references in the Indenture or the Notes to sections deleted pursuant to Sections 1.1(a) and 1.1(b) hereof.

(d) All definitions set forth in Section 1.01 of the Indenture that relate to defined terms used solely in the sections deleted hereby are deleted in their entirety.

**SECTION 1.2. WAIVER.** Subject to Section 6.04 of the Indenture (to the extent applicable), all Defaults and Events of Default that may exist under the Indenture as of the Operative Date (as defined herein) are hereby waived.

**ARTICLE II**

**MISCELLANEOUS PROVISIONS**

**SECTION 2.1. DEFINED TERMS.** For all purposes of this First Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms

used in capitalized form in this First Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

**SECTION 2.2. INDENTURE.** Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect.

**SECTION 2.3. GOVERNING LAW.** THIS FIRST SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

**SECTION 2.4. SUCCESSORS.** All agreements of the Company in this First Supplemental Indenture and the Notes shall bind its successors. All agreements of the Trustee in this First Supplemental Indenture shall bind its successors.

**SECTION 2.5. DUPLICATE ORIGINALS.** All parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement.

**SECTION 2.6. SEVERABILITY.** In case any one or more of the provisions in this First Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

**SECTION 2.7. TRUSTEE DISCLAIMER.** The Trustee accepts the amendment of the Indenture effected by this First Supplemental Indenture, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, or for or with respect to (i) the validity or sufficiency of this First Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company by corporate action or otherwise, (iii) the due execution hereof by the Company or (iv) the consequences (direct or indirect and whether deliberate or inadvertent) of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

**SECTION 2.8. EFFECTIVENESS.** This First Supplemental Indenture shall become effective upon execution. The amendments to the Indenture made hereby shall only become operative at such time as the Company accepts the Notes tendered pursuant to the Offer to Purchase for payment (the "Operative Date"). In the event the Company withdraws or terminates the Offer to Purchase, or any condition of the Offer to Purchase is not satisfied or waived by the Company, on or prior to the Final Acceptance Date (as

**[E/O]**

CRC: 46602  
**EDGAR 2**

**BOD D47776 704.04.05.00 0/1**  


---

defined in the Offer to Purchase), this First Supplemental Indenture shall become null and void.

[The Remainder of This Page is Intentionally Left Blank]

---

**IN WITNESS WHEREOF**, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the day and year written above.

S&C HOLDCO 3, INC.,  
as Issuer

By: /s/ Donald F. Wiseman

Name: Donald F. Wiseman  
Title: Senior Vice President,  
General Counsel and Secretary

THE BANK OF NEW YORK TRUST COMPANY, N.A.,  
as Trustee

By: /s/ Alma Marcella Burgess

Name: Alma Marcella Burgess  
Title: Assistant Vice President



<DOCUMENT>  
<TYPE> EX-99.1  
<FILENAME> d47776exv99w1.htm  
<DESCRIPTION> Press Release  
<TEXT>

Exhibit 99.1



**Swift & Company**

**Contact:**  
Sean McHugh

Vice President  
Investor Relations and Communications  
(970) 506-7490  
sean.mchugh@swiftbrands.com

**SWIFT FOODS COMPANY ANNOUNCES PRICING FOR ITS TENDER OFFER FOR  
ITS 10.25% CONVERTIBLE SENIOR SUBORDINATED NOTES DUE 2010**

GREELEY, COLO., June 21, 2007 – Swift Foods Company (“SFC”) today announced the determination of the pricing for its previously announced cash tender offer to purchase any and all of its outstanding 10.25% Convertible Senior Subordinated Notes due 2010 (the “Convertible Notes”). The total consideration to be paid for tendered and accepted Convertible Notes is a price based on the present value of the redemption price of the Convertible Notes on March 12, 2009 (the first date on which the Convertible Notes may be redeemed at the option of SFC) and all scheduled payments of interest through that date (other than the next scheduled interest payment date), using a discount rate based on the yield to maturity of the 4.75% U.S. Treasury Note due February 28, 2009 (the “Reference Note”), calculated based on the bid price for the Reference Note as of 2:00 p.m., New York City time, on June 20, 2007 as displayed on the quotation report obtained from page Px 3 on Bloomberg Financial Markets, plus accrued and unpaid interest up to, but not including, the settlement date. The yield on the Reference Note and the tender offer yield was 4.989%. Accordingly, the total consideration for each \$1,000 principal amount of Convertible Notes validly tendered and not withdrawn prior to the Offer Expiration Date, which is midnight, New York City time, on July 5, 2007, unless extended or terminated (the “Offer Expiration Date”), is \$1,131.37. For purposes of calculating the total consideration, the settlement date is assumed to be July 5, 2007.

The tender offers and consent solicitations by SFC, Swift & Company (“S&C”) and S&C Holdco 3, Inc. (“S&C Holdco 3” and, together with SFC and S&C, the “Companies”) are being made upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement dated June 7, 2007 (the “Original Statement”), as amended and supplemented by the Supplement and Amendment to Offer to Purchase and Consent Solicitation Statement dated June 19, 2007 (the “Supplement” and, together with the Original Statement, the “Statement”), and the accompanying Consent and Letter of Transmittal (collectively, the “Offer Documents”). The Companies are making the tender offers and consent solicitations in connection with the previously announced acquisition of SFC by J&F Participações, S.A., a Brazilian corporation (the “Acquisition”).

The tender offers by each Company will expire on the Offer Expiration Date and the deadline for holders of the Convertible Notes, the 10-1/8% Senior Notes due 2009 (the “10-1/8% Senior Notes”), the 12-1/2% Senior Subordinated Notes due January 1, 2010 (the “Subordinated Notes”) and the 11.00% Senior Subordinated Notes due 2010 (the “11.00 Senior Notes” and, together with the Convertible Notes, the 10-1/8% Senior Notes and the 11.00% Senior Notes, the “Notes”) to tender their Notes will be the Offer Expiration Date. The right to withdraw tendered Notes and to revoke delivered consents will terminate upon the execution of the supplemental

indentures for the applicable Notes, which is expected to be promptly following the receipt of the requisite consents for the applicable indenture.

The tender offers are conditioned upon, among other things, the consummation of the Acquisition. Each Company expects to pay for any of its Notes purchased pursuant to its tender offer and consent solicitation in same-day funds on a date promptly following the satisfaction or waiver of the conditions to the closing of the Acquisition and the acceptance of such validly tendered and not withdrawn Notes.

The Companies have retained J.P. Morgan Securities Inc. to act as the Dealer Manager and the Solicitation Agent in connection with the tender offers and consent solicitations. Questions about the tender offers and consent solicitations may be directed to J.P. Morgan Securities Inc. at (800) 245-8812 (toll free) or (212) 270-1477 (collect). Copies of the Offer Documents may be obtained from D.F. King & Co., Inc., the Information Agent for the tender offers and consent solicitations, at (800) 290-6427 (toll free) or (212) 269-5550 (collect).

The tender offers and consent solicitations are being made solely on the terms and conditions set forth in the Offer Documents. Under no circumstances shall this press release constitute an offer to buy or the solicitation of an offer to sell the Notes or any other securities of any of the Companies. It also is not a solicitation of consents to the proposed amendments to the indentures. No recommendation is made as to whether holders of the Notes should tender their Notes or give their consents.

#### **About Swift & Company**

With nearly \$10 billion in annual sales, Swift & Company is the third-largest processor of fresh beef and pork in the U.S. and the largest beef processor in Australia. Founded in 1855 and headquartered in Greeley, Colorado, Swift processes, prepares, packages, markets and delivers fresh, further-processed and value-added beef and pork products to customers in the United States and international markets. For more information please visit [www.swiftbrands.com](http://www.swiftbrands.com).

#### **Information Concerning Forward-Looking Statements**

This press release contains certain statements, projections and forecasts regarding Swift & Company's future business plans, financial results, products and performance that constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by the use of such words as "may," "will," "should," "expects," "plans," "anticipates" and "believes." There are a number of risks and uncertainties that could cause the actual results to differ materially. Some of these risks and uncertainties include product liability claims and recalls, livestock disease, fluctuating raw material costs and selling prices, changes in consumer preferences, compliance with environmental regulations and labor relations, operating in a competitive environment, uncertainties related to the completion of the Acquisition, including the fulfillment or waiver of conditions to the closing under the related merger agreement, and other general economic conditions and other risks described in S&C Holdco 3's Annual Report on Form 10-K filed with

[E/O]

CRC: 63914  
**EDGAR 2**

**BOD D47776 799.01.03.00 0/1**  


---

the Securities and Exchange Commission and available on the SEC's website. Statements in this press release are based on the information available to the Companies as of the date of this release. The Companies undertake no obligation to update the information contained in the press release.

Swift & Company files information with the Securities and Exchange Commission under its parent's name of S&C Holdco 3, Inc. Filings may be viewed at: <http://www.sec.gov>.

###

- 3 -



<DOCUMENT>  
<TYPE> EX-99.2  
<FILENAME> d47776exv99w2.htm  
<DESCRIPTION> Press Release  
<TEXT>

Exhibit 99.2



**Swift & Company**

**Contact:**  
Sean McHugh

Vice President  
Investor Relations and Communications  
(970) 506-7490  
sean.mchugh@swiftbrands.com

**SWIFT & COMPANY, S&C HOLDCO 3, INC. AND SWIFT FOODS COMPANY  
ANNOUNCE RECEIPT OF REQUISITE CONSENTS  
FOR CONSENT SOLICITATIONS**

GREELEY, COLO., June 21, 2007 – Swift & Company (“S&C”) and its affiliates S&C Holdco 3, Inc. (“S&C Holdco 3”) and Swift Foods Company (“SFC”) and, together with S&C and S&C Holdco 3, the “Companies”), today announced in connection with the previously announced cash tender offers and consent solicitations that S&C has received validly tendered and not withdrawn tenders and consents of (i) approximately \$ 261.0 million of outstanding 10-1/8% Senior Notes due 2009 (the “10-1/8% Senior Notes”), or approximately 97.4% of the aggregate principal amount of 10-1/8% Senior Notes outstanding and (ii) approximately \$132.6 million of outstanding 12-1/2% Senior Subordinated Notes due January 1, 2010 (the “Subordinated Notes”), or approximately 88.4% of the aggregate principal amount of Subordinated Notes outstanding, S&C Holdco 3 has received validly tendered and not withdrawn tenders and consents of approximately \$87.6 million of outstanding 11.00% Senior Notes due 2010 (the “11.00% Senior Notes”), or approximately 70.0% of the aggregate principal amount of 11.00% Senior Notes outstanding, and SFC has received validly tendered and not withdrawn tenders and consents of approximately \$84.5 million of outstanding 10.25% Convertible Senior Subordinated Notes due 2010 (the “Convertible Notes”), or approximately 89.7% of the aggregate principal amount of Convertible Notes outstanding. The 10-1/8% Senior Notes, the Subordinated Notes, the 11.00% Senior Notes and the Convertible Notes are collectively referred to herein as the “Notes.”

Accordingly, each Company has received the requisite consents to adopt the proposed amendments to the applicable indentures governing the Notes pursuant to the consent solicitations. Each Company, the applicable guarantors and the trustee have entered into a supplemental indenture for the applicable Notes giving effect to the amendments. The amendments to the indentures contained in such supplemental indentures become effective upon execution of the supplemental indenture, but will not become operative until the date on which all Notes validly tendered prior to the Offer Expiration Date, which is midnight, New York City time, on July 5, 2007, unless extended or terminated (the “Offer Expiration Date”), are accepted for purchase pursuant to the terms of the Offer Documents (as defined below).

The tender offers and consent solicitations are being made upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement dated June 7, 2007 (the “Original Statement”), as amended and supplemented by the Supplement and Amendment to Offer to Purchase and Consent Solicitation Statement dated June 19, 2007 (the “Supplement” and, together with the Original Statement, the “Statement”), and the accompanying Consent and Letter of Transmittal (collectively, the “Offer Documents”). The

Companies are making the tender offers and consent solicitations in connection with the previously announced acquisition of SFC by J&F Participações, S.A., a Brazilian corporation (the "Acquisition").

The tender offers by each Company will expire on the Offer Expiration Date and the deadline for holders of the Notes to tender their Notes will be the Offer Expiration Date. The right to withdraw tendered Notes and to revoke delivered consents terminated upon execution of the supplemental indentures.

The tender offers are conditioned upon, among other things, the consummation of the Acquisition. Each Company expects to pay for any of its Notes purchased pursuant to its tender offer and consent solicitation in same-day funds on a date promptly following the satisfaction or waiver of the conditions to the closing of the Acquisition and the acceptance of such validly tendered and not withdrawn Notes.

The Companies have retained J.P. Morgan Securities Inc. to act as the Dealer Manager and the Solicitation Agent in connection with the tender offers and consent solicitations. Questions about the tender offers and consent solicitations may be directed to J.P. Morgan Securities Inc. at (800) 245-8812 (toll free) or (212) 270-1477 (collect). Copies of the Offer Documents may be obtained from D.F. King & Co., Inc., the Information Agent for the tender offers and consent solicitations, at (800) 290-6427 (toll free) or (212) 269-5550 (collect).

The tender offers and consent solicitations are being made solely on the terms and conditions set forth in the Offer Documents. Under no circumstances shall this press release constitute an offer to buy or the solicitation of an offer to sell the Notes or any other securities of any of the Companies. No recommendation is made as to whether holders of the Notes should tender their Notes.

#### **About Swift & Company**

With nearly \$10 billion in annual sales, Swift & Company is the third-largest processor of fresh beef and pork in the U.S. and the largest beef processor in Australia. Founded in 1855 and headquartered in Greeley, Colorado, Swift processes, prepares, packages, markets and delivers fresh, further-processed and value-added beef and pork products to customers in the United States and international markets. For more information please visit [www.swiftbrands.com](http://www.swiftbrands.com).

#### **Information Concerning Forward-Looking Statements**

This press release contains certain statements, projections and forecasts regarding Swift & Company's future business plans, financial results, products and performance that constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by the use of such words as "may," "will," "should," "expects," "plans," "anticipates" and "believes." There are a number of risks and uncertainties that could cause the actual results to differ materially. Some of these risks and uncertainties include product liability claims and recalls, livestock disease, fluctuating raw

[E/O]

CRC: 11745  
EDGAR 2

**BOD D47776 799.02.03.00 0/1**  


---

material costs and selling prices, changes in consumer preferences, compliance with environmental regulations and labor relations, operating in a competitive environment, uncertainties related to the completion of the Acquisition, including the fulfillment or waiver of conditions to the closing under the related merger agreement, and other general economic conditions and other risks described in S&C Holdco 3's Annual Report on Form 10-K filed with the Securities and Exchange Commission and available on the SEC's website. Statements in this press release are based on the information available to the Companies as of the date of this release. The Companies undertake no obligation to update the information contained in this press release.

Swift & Company files information with the Securities and Exchange Commission under its parent's name of S&C Holdco 3, Inc. Filings may be viewed at: <http://www.sec.gov>.

###

- 3 -