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EXHIBIT 4.6(A)

[Execution Copy]

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SECOND AMENDED and RESTATED

MULTI-YEAR CREDIT AGREEMENT

dated as of

December 3, 1999

among

SMITHFIELD FOODS, INC.,

THE SUBSIDIARY GUARANTORS PARTY HERETO,

THE LENDERS PARTY HERETO

and

THE CHASE MANHATTAN BANK,

as Administrative Agent

CHASE SECURITIES INC.,

as Arranger

and

COOPERATIEVE CENTRALE RAIFFEISEN BOERENLEENBANK B.A.,
"RABOBANK NEDERLAND", NEW YORK
BRANCH, as Co-Agent

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ARTICLE I

The Borrower, the Subsidiary Guarantors named therein, the lenders named therein (including certain of the Lenders hereunder) and The Chase Manhattan Bank, as Administrative Agent, are parties to an Amended and Restated Multi-Year Credit Agreement dated as of September 8, 1999 (as heretofore modified and supplemented and in effect on the date hereof immediately before giving effect to the amendment and restatement contemplated hereby, the "Existing Credit Agreement").

The Borrower and its subsidiaries are engaged as an integrated group in the business of pork production, hog farming, pork processing and manufacturing spices and chemicals, and in related businesses, and in furnishing the required supplies, services, equipment, credit and other facilities for such integrated operation. The integrated operation requires financing on such a basis that credit supplied to the Borrower be made available from time to time to the Subsidiary Guarantors, as required for the continued successful operation of the Obligors, separately, and the integrated operation as a whole. In that connection, the Obligors have requested that the Lenders (as defined in the Existing Credit Agreement) and the Administrative Agent amend and restate the Existing Credit Agreement to provide, inter alia, for extensions of credit, by means of Dollar and Foreign Currency denominated loans and letters of credit, in an aggregate amount at any one time outstanding up to but not exceeding $650,000,000 or its equivalent as herein provided to the Borrower (to be made available by the Borrower directly or indirectly to the Subsidiary Guarantors and other of its Subsidiaries in the circumstances specified herein) to finance the working capital needs and for other general corporate purposes of the Borrower and its subsidiaries in the ordinary course of business.

The Lenders are willing to so agree, and accordingly, the parties hereto agree that the Existing Credit Agreement shall be amended and restated as of the date hereof (but subject to Section 5.01) in its entirety as follows:
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ARTICLE I

DEFINITIONS

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate. ABR Loans may be denominated only in Dollars.

"Acquisition" means any transaction, or any series of related transactions, consummated after the date of this Agreement, by which the Borrower and/or any of its Subsidiaries (a) acquires any going business or all or substantially all of the assets of any Person, whether through purchase of assets, merger or otherwise, (b) directly or indirectly acquires control of at least a majority (in number of votes) of the securities of a corporation that have ordinary voting power for the election of directors or (c) directly or indirectly acquires control of at least a majority of the partner, member or other ownership interests of any Person that is not a corporation.

Subsidiary Guarantor shall deliver such proof of corporate action, incumbency of officers, opinions of counsel and other documents as is consistent with those delivered by each other Obligor pursuant to Section 4.01 or as any Lender or the Administrative Agent shall have reasonably requested.

ARTICLE VI

NEGATIVE COVENANTS

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full and all Letters of Credit have expired or terminated and all LC Disbursements shall have been reimbursed, the Borrower covenants and agrees with the Lenders that:
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SECTION 6.01. Indebtedness. The Borrower will not, and will not permit any Subsidiary to, create, incur or assume any Indebtedness, except:

(a) Indebtedness created hereunder;

(b) Pari Passu Debt;

(c) any extensions, renewals or replacements of any Indebtedness existing on the date hereof and set forth in Schedule 6.01, provided that the aggregate principal amount of such Indebtedness is not thereby increased;

(d) Indebtedness of the Borrower to any Subsidiary and of any Subsidiary to the Borrower or any other Subsidiary;

(e) other Indebtedness in an aggregate principal amount not exceeding $20,000,000 created, incurred or assumed in any fiscal year of the Borrower; and

(f) other Indebtedness provided that, on the date (the "Incurrence Date") such Indebtedness is created, incurred or assumed (as the case may be), the Borrower furnishes to the Administrative Agent reasonable projections demonstrating in reasonable detail that the Borrower will be in compliance with Section 6.12(e) on the last day of each of the next succeeding four fiscal quarters of the Borrower that end after the Incurrence Date after giving effect to such creation, incurrence or assumption, together with a certificate of a Financial Officer to the effect that such projections are based upon reasonable assumptions and reflect the Borrower's best estimate as to the matters covered thereby.

For purposes of the foregoing paragraphs (e) and (f), the Acquisition of any Person shall be deemed to constitute the assumption of the Indebtedness of such Person by a Subsidiary of the Borrower at the time of the consummation of such Acquisition.

SECTION 6.02. Liens. The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Permitted Encumbrances;

(b) Liens created by the Senior Note Documents as in effect on the date hereof; provided that there shall be no Lien securing any obligations under the Senior Note Documents at any time after the Security Termination Date;

(c) any Lien on any property or asset of the Borrower or any Subsidiary existing on the date hereof and set forth in Schedule 6.02 (other than Liens created by the Senior Note Documents); provided that (i) such Lien shall not apply to any other property or asset of the Borrower or any Subsidiary and (ii) such Lien shall secure only those obligations which it secures on the date hereof;

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(d) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Borrower or any Subsidiary and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be;

(e) Liens on fixed or capital assets acquired, constructed or improved by the Borrower or any Subsidiary; provided that (i) such security interests secure Indebtedness incurred to finance such acquisition, construction or improvement, (ii) such security interests and the Indebtedness secured thereby are incurred prior to or within 90 days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed 80% of the cost of acquiring, constructing or improving such fixed or capital assets and (iv) such security interests shall not apply to any other property or assets of the Borrower or any Subsidiary;

(f) the Lien created by the Security Agreement; provided that there shall be no Lien securing any Pari Passu Debt at any time after the Security Termination Date;

(g) any extensions, renewals or replacements of any of the Liens permitted by the foregoing clauses (a) through (f) effected in connection with any extension, renewal or replacement of the Indebtedness secured thereby; provided that (i) the aggregate principal amount of such Indebtedness is not thereby increased, (ii) such Lien shall not be extended to cover any additional property and (iii) there shall be no Lien securing any extension, renewal or replacement of the Pari Passu Debt or any obligations under the Senior Note Documents at any time after the Security Termination Date; and

(h) other Liens that (whether before or after the Security Termination Date) do not cover any Collateral (as defined in the Security Agreement).

Notwithstanding anything contained herein to the contrary, the aggregate amount of obligations of the Borrower and its Subsidiaries secured by Liens permitted by any of clauses (c), (d), (e), (g) (to the extent extending, renewing or

replacing any of the Liens permitted by any of clauses (c), (d) and (e)) and (h) shall not exceed 15% of Consolidated Tangible Net Worth at any time on or after the Security Termination Date.

SECTION 6.03. Fundamental Changes.

(a) Mergers, Sales of Assets, Etc. The Borrower will not, and will not permit any Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or substantially all of its assets, or all or substantially all of the stock of any of its Subsidiaries (in each case, whether now owned or hereafter acquired), or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing (i) any Subsidiary may merge
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into the Borrower in a transaction in which the Borrower is the surviving corporation, (ii) any Subsidiary may merge into any Subsidiary in a transaction in which the surviving entity is a Subsidiary, provided that if any such transaction shall be between a Subsidiary Guarantor and a Subsidiary not a Subsidiary Guarantor, and such Subsidiary Guarantor is not the continuing or surviving corporation, then the continuing or surviving corporation shall have assumed all of the obligations of such Subsidiary Guarantor hereunder and under the other Loan Documents pursuant to documentation satisfactory to the Administrative Agent in form and substance, (iii) any Subsidiary may sell, transfer, lease or otherwise dispose of its assets to the Borrower or to another Subsidiary, provided that if any such transaction shall be between a Subsidiary Guarantor and a Subsidiary not a Subsidiary Guarantor, and if such Subsidiary Guarantor is not the continuing or surviving corporation, then the continuing or surviving corporation shall have assumed all of the obligations of such Subsidiary Guarantor hereunder and under the other Loan Documents pursuant to documentation satisfactory to the Administrative Agent in form and substance and (iv) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders; provided that any such merger that would otherwise be permitted by this Section 6.03 involving a Person that is not a wholly owned Subsidiary immediately prior to such merger shall not be permitted unless also permitted by Section 6.04.

(b) Joint Ventures. The Borrower will not, and will not permit any of its Subsidiaries to invest in any Joint Venture, consummate any Acquisition or otherwise acquire any business, or the related assets, of any other Person (whether by way of purchase of assets or stock, by merger or consolidation or otherwise), unless immediately prior to such acquisition and after giving effect thereto, no Default shall have occurred and be continuing, and:

(i) such acquisition is an Acquisition and such Acquisition (if by purchase of assets, merger or consolidation) is effected in such manner that the acquired business, and the related assets, are owned either by the Borrower or a Subsidiary and, if effected by merger or consolidation involving the Borrower, the Borrower is the continuing or surviving entity and, if effected by merger or consolidation involving a Subsidiary, the continuing or surviving entity is a Subsidiary; or

(ii) such acquisition is an Acquisition and such Acquisition (if by purchase of stock) is effected in such manner so that the acquired entity becomes a Subsidiary; or

(iii) such transaction is an Acquisition or a Joint Venture and after giving effect to such Acquisition or Joint Venture the Borrower is in compliance with Section 6.12 (the determination of such compliance to be calculated on a pro forma basis, as at the end of and for the period of four consecutive fiscal quarters most recently ended prior to the date of such Acquisition or Joint Venture for which financial statements of the Borrower and its Subsidiaries are available, under the assumption that such Acquisition or Joint Venture shall have occurred, and any Indebtedness in connection therewith shall have been incurred, at the beginning of the applicable period, and under the assumption that interest for such period had been equal to the actual weighted average interest rate in effect for the Loans hereunder on the date of such Acquisition or Joint Venture)

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and, in the event that the aggregate amount of expenditures in respect of such Acquisition or Joint Venture and of all prior Acquisitions and Joint Ventures made during a single fiscal year and not covered by a certificate delivered under this subclause (iii) exceeds $50,000,000, the Borrower shall have delivered to the Administrative Agent a certificate of a Financial Officer showing calculations in reasonable detail to demonstrate compliance with this subclause (iii).

(c) Lines of Business. The Borrower will not, and will not permit any of its Subsidiaries to, engage to any material extent in any business other than businesses of the type conducted by the Borrower and its Subsidiaries on the Effective Date and businesses reasonably related thereto.

SECTION 6.04. Investments, Loans, Advances, Guarantees and Acquisitions. The Borrower will not, and will not permit any of its Subsidiaries to, purchase, hold or acquire (including pursuant to any merger with any Person that was not a wholly owned Subsidiary prior to such merger) any capital stock, evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any assets of any other Person constituting a business unit, except:

(a) Permitted Investments;

(b) Investments by the Borrower existing on the date hereof in the capital stock of its Subsidiaries and Investments by the Borrower existing on the date hereof described in Part B of Schedule 3.14;

(c) Investments made by the Borrower in any Subsidiary and made by any Subsidiary in the Borrower or any other Subsidiary;

(d) Guarantees constituting Indebtedness permitted by Section 6.01;

(e) Investments in an aggregate amount not exceeding $10,000,000 at any one time outstanding in a cold storage warehouse and distribution center in Sioux Falls, South Dakota constituting a joint venture between Freezer Services Inc., the Borrower and John Morrell & Co.;

(f) other Investments not exceeding $5,000,000 in the aggregate amount outstanding at any time; and

(g) Investments constituting Acquisitions or Joint Ventures permitted by Section 6.03(b) made by the Borrower or any of its Subsidiaries in any

Person (other than a Subsidiary) principally engaged in a business in which the Borrower and its Subsidiaries are permitted by Section 6.03(c) to be engaged.

SECTION 6.05. Hedging Agreements. The Borrower will not, and will not permit any of its Subsidiaries to, enter into any Hedging Agreement, other than Hedging Agreements entered into in the ordinary course of business to hedge or mitigate risks to which
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the Borrower or any Subsidiary is exposed in the conduct of its business or the management of its liabilities.

SECTION 6.06. Restricted Payments. The Borrower will not, and will not permit any of its Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except that (a) the Borrower may declare and pay dividends with respect to its capital stock payable solely in additional shares of its common stock, (b) Subsidiaries may declare and pay dividends ratably with respect to their capital stock and (c) the Borrower may make Restricted Payments pursuant to and in accordance with stock option plans or other benefit plans for management or employees of the Borrower and its Subsidiaries.

SECTION 6.07. Transactions with Affiliates. The Borrower will not, and will not permit any of its Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) in the ordinary course of business at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among the Borrower and its Subsidiaries not involving any other Affiliate and (c) any Restricted Payment permitted by Section 6.06.

SECTION 6.08. Restrictive Agreements. The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets, or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to any shares of its capital stock or to make or repay loans or advances to the Borrower or any other Subsidiary or to Guarantee Indebtedness of the Borrower or any other Subsidiary; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by law or by this Agreement or any of the other Loan Documents, (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 6.08 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (iv) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement or any of the other Loan Documents if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (v) clause (a) of the foregoing shall not apply to customary provisions in leases restricting the assignment thereof, (vi) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement

under which the Indebtedness governed by the Senior Note Documents is refinanced, provided that such restrictions or conditions are not materially more restrictive than those contained in the Senior Note Documents on the date hereof (and, if such agreement does not provide that the Indebtedness created thereunder will be secured by Liens on property or assets of the Borrower or any Subsidiary, such agreement may contain restrictions or conditions limiting Liens on property or assets of the Borrower or any Subsidiary which are not the subject of Liens granted
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under the Security Agreement and such restrictions or conditions shall not be deemed more onerous than those contained in the Senior Note Documents on the date hereof) and (vii) clause (a) of the foregoing shall not apply to any requirement that obligations of the Borrower or its Subsidiaries, as the case may be, that are pari passu or subordinated in right of payment to the Senior Subordinated Notes or the guaranties by Subsidiaries of the Borrower in respect thereof, as the case may be, may not be secured unless the Senior Subordinated Notes and/or such guaranties are at least equally and ratably secured.

SECTION 6.09. Senior Note Documents. Promptly following the execution thereof, the Borrower will supply each Lender with a copy of any modification, supplement or waiver to a Senior Note Document.

SECTION 6.10. Limitation on Sale and Leaseback Transactions. The Borrower will not, and will not permit any of its Subsidiaries to, enter into, renew or extend any transaction or series of related transactions pursuant to which the Borrower or such Subsidiary sells or transfers any property in connection with the leasing, or the release against installment payments, or as part of an arrangement involving the leasing or resale against installment payments, of such property to the seller or transferor.

SECTION 6.11. Fiscal Periods. If the Borrower changes the manner of determining the last day of its fiscal year or the last days of the first three fiscal quarters in each of its fiscal years, the parties hereto shall negotiate in good faith to agree to modify any financial calculations and determinations hereunder to reflect their original intent in light of such changes, and if they fail so to agree all such financial calculations determinations hereunder shall continue to be made as if such change had not occurred.

SECTION 6.12. Financial Covenants.

(a) Consolidated Current Ratio. The Borrower will not permit the Consolidated Current Ratio to be less than 1.05 to 1 at any time.

(b) Consolidated Working Capital. The Borrower will not permit Consolidated Working Capital to be less than $35,000,000 at any time.

(c) Consolidated Leverage Ratio. The Borrower will not permit the ratio of Consolidated Total Funded Debt to Consolidated EBITDA (for the four prior fiscal quarters) on any date to be more than 4.00 to 1; and the Borrower will not permit the ratio of Senior Consolidated Funded Debt to Consolidated EBITDA on any date to be more than 3.20 to 1.

(d) Consolidated Tangible Net Worth. The Borrower will not permit

pursuant to a judgment or otherwise, to the extent that the amount so paid on conversion to the Specified Currency and transfer to the Specified Place under normal banking procedures does not yield the amount of the Specified Currency at the Specified Place due hereunder. If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Specified Currency into another currency (the "Second Currency"), the rate of exchange

that shall be applied shall be the rate at which in accordance with normal banking procedures the Administrative Agent could purchase the Specified Currency with the Second Currency on the Business Day next preceding
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the day on which such judgment is rendered. The obligation of each Obligor in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under any other Loan Document (in this Section 10.16 called an "Entitled Person") shall, notwithstanding the rate of exchange actually applied

in rendering such judgment, be discharged only to the extent that on the Business Day following receipt by such Entitled Person of any sum adjudged to be due hereunder in the Second Currency such Entitled Person may in accordance with normal banking procedures purchase and transfer to the Specified Place the Specified Currency with the amount of the Second Currency so adjudged to be due; and each Obligor hereby, as a separate obligation and notwithstanding any such judgment, agrees to indemnify such Entitled Person against, and to pay such Entitled Person on demand, in the Specified Currency, the amount (if any) by which the sum originally due to such Entitled Person in the Specified Currency hereunder exceeds the amount of the Specified Currency so purchased and transferred.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SMITHFIELD FOODS, INC.

By_____
Name: C. Larry Pope
Title: Vice President & C.F.O.

SUBSIDIARY GUARANTORS

THE SMITHFIELD PACKING COMPANY, INCORPORATED

By_____
Name: C. Larry Pope
Title: Treasurer

GWALTNEY OF SMITHFIELD, LTD.

By_____
Name: C. Larry Pope
Title: Treasurer

PATRICK CUDAHY INCORPORATED

By_____
Name: C. Larry Pope
Title: Treasurer

JOHN MORRELL & CO.

By_____
Name: C. Larry Pope
Title: Vice President

LYKES MEAT GROUP, INC.

By_____
Name: C. Larry Pope
Title: Treasurer

BROWN'S OF CAROLINA, INC.

By_____
Name: C. Larry Pope
Title: Treasurer

HANCOCK'S OLD FASHIONED COUNTRY HAMS, INC.

By_____
Name: C. Larry Pope
Title: Treasurer

SUNNYLAND, INC.

By_____
Name: C. Larry Pope
Title: Treasurer

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NORTH SIDE FOODS, CORP.
HAMS, INC.

By_____
Name: C. Larry Pope
Title: Treasurer

CARROLL'S FOODS, INC.

By_____
Name: C. Larry Pope
Title: Treasurer

CARROLL'S FOODS OF VIRGINIA, INC.

By_____
Name: C. Larry Pope
Title: Treasurer

CIRCLE FOUR CORPORATION

By_____
Name: C. Larry Pope
Title: Treasurer

CENTRAL PLAINS FARMS, INC.

By_____
Name: C. Larry Pope
Title: Treasurer

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LENDERS

THE CHASE MANHATTAN BANK,
individually and as Administrative Agent,

By_____
Name: Gary L. Spevack
Title: Vice President

COOPERATIEVE CENTRALE RAIFFEISEN - BOERENLEENBANK B.A. "RABOBANK NEDERLAND", NEW YORK BRANCH,

By_____
Name:
Title: