UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MISSOURI

In Re:	**)**	**In Proceedings Under Chapter 11**
	)	
FARMLAND INDUSTRIES, INC., et al.	**)**	**Case No. 02-50557**
	)	**Jointly Administered**
Debtors.	**)**	
	)	

NOTICE OF SALE OF MISCELLANEOUS ASSETS
Debtors' Ownership Interest in Farmland Foods De Mexico, S.A. de C.V.
(Farmland Foods, Inc. a Delaware corporation and Smithfield Foods, Inc.)

PLEASE TAKE NOTICE that, pursuant to an ORDER APPROVING AMENDED PROCEDURES FOR SALES OF MISCELLANEOUS ASSETS OF DEBTORS, entered April 3, 2003 (the "Order"), Farmland Industries, Inc. ("Farmland") and Farmland Foods, Inc. ("Foods") hereby intend to transfer their ownership interest in Farmland Foods De Mexico, S.A. de C.V. to Farmland Foods, Inc., a Delaware corporation and Smithfield Foods, Inc. In support thereof, the affidavit (the "Affidavit") of Steven R. Rhodes, Executive Vice President and Chief Financial Officer of Farmland Industries, Inc., is hereby submitted.

The Required Groups (as defined in the Order) will have five (5) business days after services of the Notice of Sale to file a written objection to the proposed sale. If an objection is filed, Debtors shall notice the sale for a hearing on the Court's next available hearing docket. If no objections are filed within the objection period, the Debtors will be authorized to sell the Assets at the proposed price as set forth in the Affidavit free and clear of all liens and claims (with any such liens and claims attaching to the proceeds of the sale).

FARMLAND INDUSTRIES, INC., et al.

By: /s/ Laurence M. Frazen

Laurence M. Frazen
Cynthia D. Parres
Robert M. Thompson
BRYAN CAVE LLP
3500 One Kansas City Place
1200 Main Street
Kansas City, Missouri 64105
Telephone: (816) 374-3200
Telecopy: (816) 374-3300

Attorneys for Debtors and Debtors in Possession

AFFIDAVIT OF STEVEN R. RHODES

STATE of MISSOURI)
) SS.
COUNTY of JACKSON)

The undersigned, Steven R. Rhodes, being duly sworn upon oath, does hereby state that, to the best of his knowledge Farmland Industries, Inc. ("Farmland") and Farmland Foods, Inc. ("Foods") do intend to transfer assets (the "Assets") as follows:

1. The assets set forth in the proposed Transfer Documents attached hereto as Exhibit A.

The Assets consist of 1 share of minimum fixed capital ("Stock A") of Farmland Foods de Mexico, S.A. de C.V. (the "Company") owned by Farmland and all of the remaining outstanding capital of the Company, i.e., 49,999 shares of the minimum fixed capital and 377,912 shares of the variable part of the capital of the Company (collectively, the "Remaining Ownership Interest") owned by Foods.

2. Asset History

Farmland established and operated the Company for the sole purpose of permitting Foods to sell product and conduct business in Mexico.

3. Purchase Price

Amount of Purchase Price: $0

Methodology to determine purchase price:

Because the purpose of the asset is the sale of product and the conduct of business in Mexico, and Debtors no longer operate the Foods business, the asset has no value to the estates.

4. Purchasers

Farmland Foods, Inc., a Delaware Corporation and Smithfield Foods, Inc.

Any prior miscellaneous sales to Purchaser: Yes.

The Purchasers bought substantially all of the assets and business operations of Debtor Farmland Foods, Inc., (the "Foods Assets"), pursuant to the terms of an Amended and Restated Asset Sale and Purchase Agreement, approved by the Court's Order of October 28, 2003. The transfer of the Debtors' ownership interest in the Company to the Purchasers in connection with the closing of the sale of the Foods Assets was a relatively minor detail, overlooked in the larger context of the Foods Assets transaction.

5. If no objections are filed with the Court within the five (5) business day objection period, Debtors will be authorized to sell the Assets at the proposed price pursuant to the Order (as defined in the Notice to which this Affidavit is attached).

6. A copy of the proposed Transfer Document is attached hereto as Exhibit A. Delivery of the Transfer Document to the purchaser shall constitute a certification by the selling Debtor that it has delivered a Notice of Sale in compliance with the Order, that no objections from the Required Groups were received, that the sale falls within the aggregate total sales allowed pursuant to the Order, and that title is being transferred free and clear of liens pursuant to the Order.

/s/ Steven R. Rhodes
Steven R. Rhodes

SUBSCRIBED AND SWORN to before me this 30th day of January, 2004.

Connie K. Fitzmaurice
Notary Public

My commission expires:

December 23, 2006

[NOTARIAL STAMP]