

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (the "Agreement") is entered into this \_\_\_\_ day of July, 2008 by and between Barry Curtis, Jay Lawrence, Morris Gershengorin, Michael Smolyansky, Marina Bartashnik, Alvin Brown, Paul Cohen, Damaris Griffin, Corey Scott, Danette Scott, Mohamed Guerraoui, Arlene Joy Vombrack, Kara Vombrack, Abby Michelle Vombrack (by her Mother and Next Friend Arlene Joy Vombrack), Antonette Smith, James Morgan, and Kevin Curtis, on the one hand, and Vienna Beef Ltd. ("VB"), on the other hand.

### RECITALS

WHEREAS, on November 20, 2006, Morris Gershengorin, Michael Smolyansky and Marina Bartashnik filed suit against VB in an action styled Gershengorin, et al. v. Vienna Beef Ltd., Case No. 06 CH 25277 (Circuit Court of Cook County, Illinois). This action was subsequently removed by VB to the United States District Court for the Northern District of Illinois, where it was assigned Case Number 06 C 6820 (the "Federal Action"). In the Federal Action, Plaintiffs Gershengorin, Smolyansky and Bartashnik asserted various claims, individually and on behalf of putative classes, against VB relating to the marketing and sale of certain "natural casing" products manufactured by VB. VB has filed an answer in the Federal Action, denying liability on all claims asserted against VB;

WHEREAS, on October 2, 2007, Barry Curtis and Jay Lawrence filed suit against VB in an action styled Curtis, et al. v. Vienna Beef Ltd., Case No. 07 CH 27980 (Circuit Court of Cook County, Illinois) (the "Illinois State Court Action"). In the Illinois State Court Action, Plaintiffs Curtis and Lawrence asserted various claims, individually and on behalf of putative classes, against VB relating to the marketing and sale of certain "natural casing" products manufactured by VB. In both the Federal Action and the Illinois State Court Action, the Plaintiffs are represented by The Consumer Advocacy Center, P.C. ("Class Counsel");

WHEREAS, following settlement discussions aimed at a global resolution of both the Federal Action and the Illinois State Court Action, the parties stipulated, pursuant to Federal Rule 41(a)(1)(A)(ii), to the dismissal without prejudice of the Federal Action so that Gershengorin, Smolyansky and Bartashnik could be added as parties to the Illinois State Court Action and a global class action settlement could be achieved and administered via the Illinois State Court Action;

WHEREAS, on June 13, 2008, an amended complaint was filed in the Illinois State Court Action which named Curtis, Lawrence, Gershengorin, Smolyansky and Bartashnik (collectively, the "Class Representatives") as Plaintiffs-class representatives, and which also added Alvin Brown, Paul Cohen, Damaris Griffin, Corey Scott, Danette Scott, Mohamed Guerraoui, Arlene Joy Vombrack, Kara Vombrack, Abby Michelle Vombrack (by her Mother and Next Friend Arlene Joy Vombrack), Antonette Smith, James Morgan, and Kevin Curtis, (collectively, the "Individual Plaintiffs") as Plaintiffs asserting individual claims against VB. The amended complaint in the State Court Action asserts individual and class claims relating to all types of "natural casing" products (pork/hog and sheep casing products) manufactured by VB. These products (collectively referred to hereinafter as the "Natural Casing Products") consist of all VB products that have either pork/hog or sheep casings, including the following: Vienna Beef Natural Casing Jumbo Franks, Vienna Beef Natural Casing Polish Sausage, Vienna Beef Natural Casing Knockwurst, Vienna Beef Frankwurst, and Vienna Beef Natural Casing Franks;

WHEREAS, based on the uncertainty and expense involved in litigation, and without any admission of liability or fault by VB, the parties hereto desire to settle and fully resolve all of the claims which were or could have been asserted against VB in either the Federal Action or the Illinois State Court Action, subject to court approval, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the

other, IT IS HEREBY STIPULATED AND AGREED, by and between the Class Representatives (individually and on behalf of the settlement class defined below), the Individual Plaintiffs, and VB that the Illinois State Court Action shall be compromised and fully settled, subject to court approval, on the terms and conditions set forth below.

### TERMS AND CONDITIONS

1. Agreed Certification of the Settlement Class. Subject to court approval and the other provisions of this Agreement, VB agrees to certification of the following class (the "Settlement Class") for purposes of settlement only:

All consumers residing in the United States (including the District of Columbia, territories and possessions) who have consumed and/or purchased any Vienna Beef Natural Casing Products and a) did not know that the casing on the Natural Casing Product consisted of pork/hog or sheep intestine and b) would not have consumed and/or purchased the National Casing Product if they had known the product's casing consisted of pork/hog or sheep intestine.

2. Monetary Settlement Benefits. VB agrees to make payments and other monetary benefits available to the Settlement Class, the Class Representatives, and the Individual Plaintiffs up to and not to exceed the total potential amount of Three Hundred Thousand Dollars (\$300,000.00), as follows:

- a. Payment for Costs of Publication and Settlement Administration. VB shall pay (1) the costs of publication of the Settlement Notice (as that term is defined in Paragraph 6 below) and (2) the costs for a third party to administer the claims process as specified in Paragraph 3 below, in amounts not to collectively exceed the total sum of Fifty Thousand Dollars (\$50,000.00);
- b. Payments to the Settlement Class. On a claims-made basis, VB agrees to pay each member of the Settlement Class who submits a valid Claim Form (as that term is defined in Paragraph 3(a) below) the amount of Three Dollars

(\$3.00) for each Natural Casing Product consumed and/or purchased by the claiming Class Member during the last five (5) years;

- c. Payments to the Class Representatives. The Class Representatives shall each receive Two Thousand Five Hundred Dollars (\$2,500.00), as an incentive award for acting as representatives of the Settlement Class and in lieu of submitting a claim for further financial benefits under Paragraph 2(b) of this Agreement;
- d. Payments to the Individual Plaintiffs. The Individual Plaintiffs shall each receive Five Hundred Dollars (\$500.00) in lieu of submitting a claim for further financial benefits under Paragraph 2(b) of this Agreement;
- e. Pro Rata Reduction. In the event that payment for the cost of notice under Paragraph 2(a), the Settlement Class claims submitted pursuant to Paragraph 2(b), the payments to Class Representatives pursuant to Paragraph 2(c), and the payments to Individual Plaintiffs pursuant to Paragraph 2(d) if paid in full would in the aggregate exceed the total sum of Three Hundred Thousand Dollars (\$300,000.00), all payments owed by VB to the Settlement Class pursuant to Paragraph 2(b) shall be reduced on a pro rata basis so that all payments under this Paragraph 2 collectively total Three Hundred Thousand Dollars (\$300,000.00);
- f. Unclaimed Settlement Amounts. In the event that payment for the cost of notice under Paragraph 2(a), the Settlement Class claims submitted pursuant to Paragraph 2(b), the payments to Class Representatives pursuant to Paragraph 2(c), and the payments to the Individual Plaintiffs pursuant to Paragraph 2(d) total less than Three Hundred Thousand Dollars

(\$300,000.00), VB shall be entitled to retain all unclaimed amounts of the Three Hundred Thousand Dollars (\$300,000.00) potentially available for notice and to pay to the Settlement Class, the Class Representatives, and the Individual Plaintiffs under this Agreement. Nothing in this Agreement shall be construed to create a common settlement fund.

- g. Timing of Settlement Payments. All payments required by this Paragraph to be made by VB to the Settlement Class, the Class Representatives, and the Individual Plaintiffs shall be made by check within thirty (30) days of the Effective Date (as that term is defined below in Paragraph 13). All payments required by this Paragraph to be made by VB for (1) the cost of publication of the Settlement Notice (as that term is defined in Paragraph 6 below) and 2) the costs for a third-party to administer the claims process as specified in Paragraph 3 below, in amounts not to collectively exceed Fifty Thousand Dollars (\$50,000.00), shall be made upon presentation of the bill for such third party services.

3. Claim Process. In order to obtain monetary benefits pursuant to Paragraph 2(b) above, Settlement Class members must first make a claim which satisfies the following requirements and which is subject to the following procedures:

- a. To obtain monetary benefits pursuant to Paragraph 2(b) above, Settlement Class members must submit a written form (the "Claim Form," a copy of which is attached hereto as Exhibit A), signed by the claimant, which contains all of the following required information:
- (1) the claimant's name, address, telephone number, and e-mail address (if available);

- (2) an attestation, made under penalty of perjury, that the claimant purchased or consumed Natural Casing Products not knowing that such products contained a pork/hog or sheep intestine casing, and that the claimant would not have purchased or consumed the Natural Casing Products had the claimant known that they contained a pork/hog or sheep intestine casing;
  - (3) the total number of Natural Casing Products purchased or consumed within the past five (5) years for which the claimant is seeking compensation (at \$3 per unit, as specified above in Paragraph 2 (b));
  - (4) the types of Natural Casing Products purchased or consumed by the claimant; and
  - (5) the approximate date(s) and location(s) of purchase or consumption of the Natural Casing Products for which compensation is sought.
- b. In order to be valid, the Claim Form must contain all of the above required information, and be mailed to First Class Inc., 5410 W. Roosevelt Road, Unit 222, Chicago, Illinois 60644-1478, Attention: Vienna Beef Litigation, postmarked no later than thirty (30) days following entry of the Final Approval Order (as that term is defined in Paragraph 7 below).
- c. Both VB and Class Counsel shall have the right to review Claim Forms that are submitted, to contact Settlement Class members to attempt to verify the legitimacy of the information on the Claim Form submitted, and to challenge any such claims about which there is a good faith basis to believe may, in whole or in part, be fraudulent or otherwise improper. If either Class Counsel or VB determines that a Claim Form should be rejected, it shall

notify the other party in writing of this determination and all reasons supporting the rejection determination. In such event, if both Class Counsel and VB agree that the Claim should be rejected in whole or in part, the Claim Form at issue will be rejected and the claimant will be advised in writing of his or her right to challenge the rejection determination in the Illinois State Court Action. In the event that Class Counsel and VB cannot agree on a determination by one of them that a Claim Form should be rejected in whole or in part, then the parties shall submit the disputed Claim Form to the court in the Illinois State Court Action for resolution, and shall notify the claimant at issue of his or her right to participate in such court proceedings.

4. Future Marketing of the Natural Casing Products. VB shall take the following measures concerning the future marketing of all of its VB branded Natural Casing Products:
  - a. As a result of the filing of the Federal Court Action, VB modified its website so that it now expressly discloses that all VB branded Natural Casing Products have either pork/hog or sheep casings. As an additional benefit to the Settlement Class, VB agrees that for as long as it (1) sells VB branded Natural Casing Products and (2) maintains a website accessible to the public, VB will continue to disclose on its website that VB branded Natural Casing Products have either pork/hog or sheep casings;
  - b. For so long as VB sells VB branded Natural Casing Products, VB will not distribute any signage or marketing materials which refer to any of such hot dog or sausage products as "pure beef" or "100% beef;"
  - c. With every wholesale box of VB branded Natural Casing Products that VB sells during the month of August, 2008, VB will include an information card

(the "Information Card") suitable for placement or posting by the vendor at or near the ultimate point of sale, that discloses that the casings of VB branded Natural Casing Products consist of pork/hog or sheep intestine;

d. On all posters distributed by VB after the Effective Date which depict any VB branded Natural Casing Product, including without limitation the current version of the "Classic Polish," "Hot Dog Classic" and "Chicago's Hot Dog" posters, VB shall include the following text: "Our products are not manufactured to comply with any religious dietary restrictions and our natural casing products are manufactured using hog or sheep casings. For more information regarding our products, visit our website at <http://www.viennabeef.com>," and

e. With every wholesale box of VB branded Natural Casing Products that VB sells during the month of August, 2008, VB will include a notice to the vendor (the "Vendor Notice") suggesting that the vendors (1) make the Information Card available to consumers at or near the point of sale, and (2) take down and discard any old posters or signage which contain the terms "pure beef" or "100% beef." The Vendor Notice shall also inform the vendor that the revised "Classic Polish," "Hot Dog Classic" and "Chicago's Hot Dog" posters referenced in Paragraph 4(d) will be distributed, at VB's sole cost and expense, to the vendor upon the vendor's request and provide a number for the vendor to call to request such posters.

5. Attorneys' Fees and Expenses. Separate and apart from the compensation VB will pay to the Settlement Class, the Class Representatives, and the Individual Plaintiffs, VB shall pay those attorneys' fees and expenses reasonably incurred by Class Counsel in connection with this

matter, in such amount as is awarded by the Court, but in no event to exceed the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00). Notwithstanding the foregoing, in the event that an objection to final approval of this settlement is filed by a member of the Settlement Class which reasonably requires a written response by Class Counsel, VB will pay Class Counsel's reasonable, hourly fee in preparing such written response, in an additional amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00). VB shall make payment to Class Counsel of sums owed pursuant to this paragraph by check within thirty (30) days of the Effective Date (as that term is defined in Paragraph 13 below).

6. Notice to the Settlement Class. No later than thirty (30) days after the date upon which the Court enters the Preliminary Approval Order (as that term is defined in Paragraph 7 below), VB shall cause a summary of this proposed settlement (the "Summary Settlement Notice," a copy of which is attached hereto as Exhibit B) to be published in the USA Today newspaper, for national distribution, and in the Chicago Tribune newspaper. The Summary Settlement Notice shall reference a comprehensive settlement notice (the "Detailed Settlement Notice," a copy of which is attached hereto as Exhibit C) available for review on Class Counsel's website. The Detailed Settlement Notice shall be posted on Class Counsel's website, as the exclusive information available on that website about the Federal Action, the Illinois State Court Action, and this Agreement, from the date the Summary Settlement Notice is published in the newspapers until thirty (30) days after Final Approval of this Settlement. The parties agree that publication of the Settlement Notice and posting of the Detailed Settlement Notice on Class Counsel's website in this manner constitutes the best notice practicable under the circumstances to members of the Settlement Class, and complies fully with the provisions set forth in 735 ILCS 5/2-803, and any and all substantive and procedural due process rights guaranteed by the United States Constitution and any other applicable law. The parties also agree that the Summary Settlement Notice and the Detailed Settlement Notice

sufficiently notify the Settlement Class of the terms of the proposed settlement, their right to object to the settlement or to seek exclusion, and the deadlines and procedures to object, request exclusion and submit a Claim Form.

7. Necessary Court Approvals. This Agreement is conditioned on 1) the entry of an order granting preliminary approval to this settlement substantially in the form as attached hereto as Exhibit D (the "Preliminary Approval Order"), and 2) the entry of an order granting final approval to this settlement, substantially in the form as attached hereto as Exhibit E (the "Final Approval Order").

8. Releases.

a. Limited Release by the Settlement Class. Upon the Effective Date (as that term is defined in Paragraph 13 below), each member of the Settlement Class (whether or not they have submitted a Claim Form) who has not timely and effectively requested exclusion from the settlement (collectively, "Settlement Class Releasees") hereby release, acquit and forever discharge VB and its past and present parents, subsidiaries, divisions and affiliates, and their respective agents, independent contractors, servants, employees, attorneys, predecessors, successors, assigns, officers, directors and shareholders, and all distributors and vendors who sell or have sold Natural Casing Products (collectively, the "Released VB Parties") from any and all claims, rights, actions, obligations, controversies, costs (including attorneys' fees), damages, demands and liabilities of any kind or nature whatsoever, from the beginning of time to the Effective Date, whether or not known now, anticipated or unanticipated, suspected or claimed, fixed or contingent, class or individual, accrued or unaccrued, which arise out of or relate in any way to VB's advertising and marketing of its Natural Casing Products, including but not limited to VB posters, advertisements, website representations, and other marketing materials made or distributed anytime prior to the entry of the Effective Date, and expressly including any such materials which use the terms "beef", "pure beef",

“all beef”, or “100% beef.” Without limitation of the foregoing, this release provision expressly includes all claims which were made or could have been made in the Federal Action and in the Illinois State Court Action.

b. General Release by the Class Representatives and the Individual Plaintiffs.

Upon the Effective Date (as that term is defined in Paragraph 13 below), each of the Class Representatives and the Individual Plaintiffs (collectively, “Name Party Releasers”) hereby generally release, acquit and forever discharge VB and its past and present parents, subsidiaries, divisions and affiliates, and their respective agents, independent contractors, servants, employees, attorneys, predecessors, successors, assigns, officers, directors and shareholders, and all distributors and vendors who sell or have sold Natural Casing Products (collectively, the “Released VB Parties”) from any and all claims, rights, actions, obligations, controversies, costs (including attorneys’ fees), damages, demands and liabilities of any kind or nature whatsoever, from the beginning of time to the Effective Date, whether or not known now, anticipated or unanticipated, suspected or claimed, fixed or contingent, class or individual, accrued or unaccrued, including, but not limited to, all such claims that arise from or relate to 1) VB, 2) VB’s Natural Casing Products, or 3) VB’s advertising and marketing of its Natural Casing Products, including but not limited to VB posters, advertisements, website representations, and other marketing materials made or distributed anytime prior to the entry of the Effective Date, and expressly including any such materials which use the terms “beef”, “pure beef”, “all beef”, or “100% beef.” Without limitation of the foregoing, this general release provision expressly includes all claims which were made or could have been made in the Federal Action and in the Illinois State Court Action.

9. Objections. Any member of the Settlement Class who objects to the settlement contemplated by this Agreement shall have a right to appear and be heard at the hearing on final approval of this Agreement (the “Final Approval Hearing”) provided that such person files with the

Court and delivers to Class Counsel and VB's Counsel a written notice of objection no later than fourteen (14) days before the Final Approval Hearing. Any member of the Settlement Class who objects to this settlement and who is an attorney or who has retained counsel must also file a memorandum of law of no more than fifteen (15) pages with the Clerk of the Court and deliver same to Class Counsel and VB's Counsel with the written notice of objection. Settlement Class members who are not attorneys and not represented by counsel must state in writing the reasons for their objections and may, but are not required to, file or serve a memorandum of law of no more than fifteen (15) pages in accordance with the above-described deadlines. Class Counsel and VB's Counsel may, but need not, respond to the objections, if any, by means of a memorandum of law of no more than fifteen (15) pages filed and served no later than five (5) business days prior to the Final Approval Hearing. The manner in which a notice of objection should be prepared, filed, and delivered shall be stated in detail in the Settlement Notice. Only members of the Settlement Class who have filed and delivered valid and timely written notices of objection will be entitled to be heard at the Final Approval Hearing, unless the court orders otherwise. Any member of the Settlement Class who does not make his or her objection in the manner provided, shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the settlement or the award of attorneys' fees to Class Counsel, unless otherwise ordered by the court.

10. Exclusion from Class. Any member of the Settlement Class may seek to be excluded from the settlement. Any person so excluded shall not be bound by the settlement and shall not be entitled to any of its benefits. To be timely, a request for exclusion must be postmarked no later than the date for opt outs specified in the Preliminary Approval Order and sent to both Thomas J. Verticchio, Swanson, Martin & Bell, LLP, 330 North Wabash Avenue, and Lance A. Raphael, 180 West Washington, Suite 700, Chicago, Illinois 60602. To be effective, the request for exclusion

must be in writing and must make clear that exclusion is sought by stating "I WANT TO BE EXCLUDED FROM THE SETTLEMENT IN THE VIENNA BEEF NATURAL CASING PRODUCTS LITIGATION." The request for exclusion must also contain the excluded person's name and address, the request must be signed by that person, and also contain an attestation under penalty of perjury that the excluded person would be a member of the Settlement Class but for exercising his or her opt out right. Any person who fails to exclude him or herself in the manner prescribed herein shall be deemed to have waived his or her right of exclusion. Each of the Class Representatives and the Individual Plaintiffs agrees that they will not opt out from the Settlement Class.

11. Defendant's Option to Withdraw. VB has the option to withdraw from this Agreement, and thereby render this settlement null and void, if five (5) or more timely and valid requests for exclusion are received from members of the Settlement Class. VB may only exercise this right to withdraw prior to entry of the Final Approval Order, and only after first determining that five (5) or more persons who have requested exclusion have stated an intention to file individual lawsuits against VB concerning the matters resolved by this Agreement.

12. Effect of Withdrawal or Non-Approval. In the event that 1) VB withdraws from the settlement pursuant to Paragraph 11, 2) the Preliminary Approval Order or the Final Approval Order are not entered by the court, or 3) this Agreement, the Preliminary Approval Order, or the Final Approval Order is reversed, vacated, or modified in any material respect by an appellate court or any other court, then this Agreement shall become null and void. In such event, any and all orders entered pursuant to this Agreement shall be deemed vacated, including, without limitation, any order certifying a class for settlement purposes; the parties may not make any reference to or use of this Agreement, related orders and court filings; and nothing related to this Agreement and the attempts to finalize same shall be deemed an admission by any of the parties. In the event this

Agreement is terminated for any reason, the parties agree to take all necessary steps to return to the status quo ante of the litigation prior to the commencement of the settlement negotiations that led to this Agreement. In that regard, if this Agreement is terminated 1) the parties shall promptly effectuate the reinstatement of the case originally brought by Plaintiffs Gershengorin, Smolyansky and Bartashik back before the United States District Court for the Northern District of Illinois and 2) the remaining Plaintiffs in the Illinois State Court Action shall promptly amend their complaint to remove Plaintiffs Gershengorin, Smolyansky and Bartashnik from the pleading and proceed only with claims brought on behalf of a putative class or classes of Illinois residents.

13. Effective Date. This Agreement shall become effective on the "Effective Date," which is the first date by which all of the following events and conditions have occurred:

- a. The Agreement has been fully executed;
- b. The Preliminary Approval Order has been entered;
- c. The Final Approval Order has been entered;
- d. The terms and conditions specified in the Final Approval Order, including the approval of all aspects of the class settlement and entry of a judgment of dismissal, become "Final." "Final" means the last date by which the Final Approval Order has been entered and either:
  - (1) thirty (30) days have passed after the entry of the Final Approval Order without any notice of appeal or request for review or reconsideration being filed or mailed; provided that if any party, Settlement Class member or other person or entity thereafter seeks an extension of time to file a notice of appeal or request reconsideration or review, the Final Approval Order will not be Final unless and until the request for extension is denied and that denial is no longer subject to appeal or review; or

(2) if appeals or requests for reconsideration or review have been taken, the entry of final orders on appeal or review affirming the Final Approval Order or denying review after exhaustion of all appellate remedies.

14. Miscellaneous.

- a. Use of Agreement. Whether or not this Agreement and the settlement contemplated hereunder are consummated, neither the Agreement nor the settlement, nor any act performed or document executed pursuant to, or in furtherance of, the settlement: (1) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claims released in the Agreement, or of any wrongdoing or liability of VB; or (2) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of VB in any civil, criminal, administrative, or other proceeding, whether currently pending or not, in any court, administrative agency, tribunal, or proceeding. Notwithstanding the foregoing, the parties may file the Agreement and/or any document executed in furtherance of the settlement: (1) in any other action that may be brought against any of the parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar, reduction, any theory of claim or issue preclusion, or a similar defense or counterclaim; and (2) in any proceeding brought to consummate, implement, enforce, construe, interpret, perform, or administer any of the terms or provisions of the Agreement and/or the Final Approval Order.
- b. Agreement to Cooperate. The parties: (1) acknowledge that it is their intent to execute the Agreement; and (2) agree to cooperate to the extent necessary

to effectuate and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

- c. Good-Faith Settlement and Advice of Counsel. The parties agree that the terms of this settlement reflect a good-faith settlement of the claims asserted in both the Federal Action and the Illinois State Court Action, reached voluntarily after consultation with experienced legal counsel.
- d. Incorporation. All of the Exhibits to the Agreement are material and integral parts of this settlement and are fully incorporated herein by this reference.
- e. Modification. The Agreement may be amended or modified only by a written instrument signed by or on behalf of all parties or their successors-in-interest.
- f. Headings. The headings of the paragraphs herein are for convenience only and do not define, limit, or construe the contents of this Agreement.
- g. Entire Agreement. Except as provided herein, the Agreement and the Exhibits attached hereto constitute the entire agreement among the parties, and no representations, warranties, or inducements have been made to any party concerning the Agreement or its Exhibits other than the representations, warranties and inducements contained and memorialized in the Agreement and the Exhibits thereto.
- h. Authority to Settle. Each of the parties is expressly authorized to take all appropriate action to effectuate the terms and conditions of this settlement and also is expressly authorized to enter into any modifications of, or

amendments to, the Agreement, including but not limited to those on behalf of the Settlement Class, which they deem appropriate.

- i. Authority to Execute. Each counsel or other person executing the Agreement or any of its Exhibits on behalf of any party hereto hereby warrants that he or she has the full authority to do so.
- j. Counterparts. The Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Counsel for the parties shall exchange among themselves signed counterparts, and a complete set of original executed counterparts shall be filed with the Court. Facsimile copies of signatures shall be deemed to be original signatures.
- k. Binding Effect. The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.
- l. Exclusive Jurisdiction and Venue for Enforcement. Any dispute relating to this Agreement, the Preliminary Approval Order, and/or the Final Approval Order shall be resolved exclusively in the Circuit Court of Cook County, which Court shall retain exclusive jurisdiction and venue with respect to the consummation, implementation, enforcement, construction, interpretation, performance, and administration of the Agreement. The parties agree to submit to the exclusive jurisdiction and venue for the purposes describe above.
- m. Choice of Law. This Agreement and any document executed in furtherance of the settlement shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois, without regard to conflicts-of-laws principles.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on or prior to July 8, 2008.

VIENNA BEEF LTD.

By:

  
Authorized Representative

\_\_\_\_\_  
MORRIS GERSHENGORIN

\_\_\_\_\_  
MICHAEL SMOLYANSKY

\_\_\_\_\_  
MARINA BARTASHNIK

\_\_\_\_\_  
BARRY CURTIS

\_\_\_\_\_  
JAY LAWRENCE

\_\_\_\_\_  
ALVIN BROWN

\_\_\_\_\_  
PAUL COHEN

\_\_\_\_\_  
DAMARIS GRIFFIN

\_\_\_\_\_  
COREY SCOTT


\_\_\_\_\_  
DANETTE SCOTT

\_\_\_\_\_  
MOHAMED GUERRAOUI

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on or prior to July \_\_\_\_\_, 2008.

VIENNA BEEF LTD.

By: \_\_\_\_\_  
Authorized Representative

  
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MORRIS GERSHENGORIN

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MICHAEL SMOLYANSKY

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MARINA BARTASHNIK

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BARRY CURTIS

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JAY LAWRENCE

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ALVIN BROWN

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PAUL COHEN

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DAMARIS GRIFFIN

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COREY SCOTT

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DANETTE SCOTT

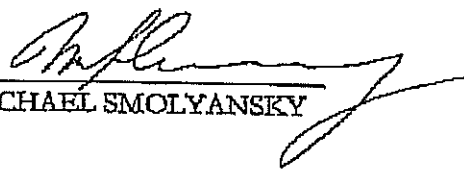
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MOHAMED GUERRAOU

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on or prior to July \_\_\_\_\_, 2008.

VIENNA BEEF LTD.

By. \_\_\_\_\_  
Authorized Representative

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MORRIS GERSHENGORIN

  
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MICHAEL SMOLYANSKY

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MARINA BARTASHNIK

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BARRY CURTIS

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DANETTE SCOTT

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MOHAMED GUERRAOUI

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on or prior to July \_\_\_\_\_, 2008.

VIENNA BEEF LTD.

By: \_\_\_\_\_  
Authorized Representative

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MORRIS GERSHENGORIN

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MICHAEL SMOLYANSKY

*Marina Bartashnik*  
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MARINA BARTASHNIK

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BARRY CURTIS

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DAMARIS GRIFFIN

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COREY SCOTT

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DANETTE SCOTT

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MOHAMED GUERRAQUI



IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on or prior to July \_\_\_\_\_, 2008.

VIENNA BEEF LTD.

By: \_\_\_\_\_  
Authorized Representative

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MORRIS GERSHENGORIN

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MICHAEL SMOLYANSKY

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MARINA BARTASHNIK

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BARRY CURTIS

*Jay Lawrence*  
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DANETTE SCOTT

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MOHAMED GUERRAOU

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on or prior to July 2, 2008.

VIENNA BEEF LTD.

By: \_\_\_\_\_  
Authorized Representative

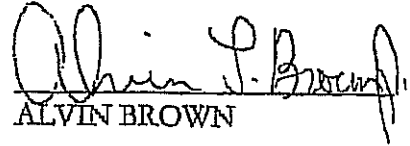
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MORRIS GERSHENGORIN

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MICHAEL SMOLYANSKY

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MARINA BARTASHNIK

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BARRY CURTIS

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JAY LAWRENCE

  
ALVIN BROWN

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PAUL COHEN

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DAMARIS GRIFFIN

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COREY SCOTT

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DANETTE SCOTT

\_\_\_\_\_  
MOHAMED GUERRAOU

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VIENNA BEEF LTD.

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MORRIS GERSHENGORIN

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PAUL COHEN

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DANETTE SCOTT

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MOHAMED GUERRAOUI

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MARINA BARTASHNIK

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BARRY CURTIS

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JAY LAWRENCE

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ALVIN BROWN

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PAUL COHEN

*Damaris Griffin*  
\_\_\_\_\_  
DAMARIS GRIFFIN

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COREY SCOTT

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DANETTE SCOTT

\_\_\_\_\_  
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MARINA BARTASHNIK

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BARRY CURTIS

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JAY LAWRENCE

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ALVIN BROWN

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PATRICK COFFIN

\_\_\_\_\_  
DAMARIS GRIFFIN

*Corey Scott*  
\_\_\_\_\_  
COREY SCOTT

\_\_\_\_\_  
DANETTE SCOTT

\_\_\_\_\_  
MOHAMED CUERRAOUT

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ALVIN BROWN

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PAUL COHEN

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DAMARIS GRIFFIN

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COREY SCOTT

*Danette Scott*  
DANETTE SCOTT

\_\_\_\_\_  
MOHAMED GUERRAQUI

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PAUL COHEN

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DAMARIS GRIFFIN

\_\_\_\_\_  
COREY SCOTT

\_\_\_\_\_  
DANETTE SCOTT

*M. Guerraoui*  
\_\_\_\_\_  
MOHAMED GUERRAOU

Arlene Joy Vombrack  
ARLENE JOY VOMBRACK

Kara Vombrack  
KARA VOMBRACK

Abby Michelle Vombrack  
ABBY MICHELLE  
VOMBRACK (by her Mother  
and Next Friend Arlene Joy  
Vombrack)

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ANTONETTE SMITH

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JAMES MORGAN

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KEVIN CURTIS

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ARLENE JOY VOMBRACK

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KARA VOMBRACK

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ABBY MICHELLE  
VOMBRACK (by her Mother  
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JAMES MORGAN

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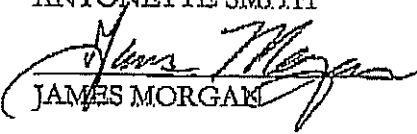
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ANTONETTE SMITH

JAMES MORGAN

*Mr. Kevin Curtis*  
KEVIN CURTIS