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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

	§	
	§	
In re	§	**Chapter 11**
	§	
PILGRIM'S PRIDE CORPORATION, *et al.*,	§	**Case No. 08-45664 (DML)**
	§	
	§	
Debtors.	§	
	§	
	§	**JOINTLY ADMINISTERED**

DEBTORS' INITIAL ACCOUNTING OF PAYMENTS MADE PURSUANT TO THE ORDER ESTABLISHING CRITICAL VENDOR PAYMENT PROCEDURES

TO THE HONORABLE D. MICHAEL LYNN,
UNITED STATES BANKRUPTCY JUDGE:

Pilgrim's Pride Corporation ("PPC") and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"),[1] respectfully represent:

Background

1. On December 1, 2008 (the "Commencement Date"), the Debtors each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and the cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

3. On the Commencement Date, the Debtors filed their Motion Pursuant to Sections 105(a) and 1107(a) of the Bankruptcy Code to Establish Critical Vendor Payment Procedures [Docket No. 26] (the "Motion"). The Court granted the Motion and, on December 3, 2008, entered the Order Pursuant to Sections 105(a) and 1107(a) of the Bankruptcy Code to Establish Critical Vendor Payment Procedures [Docket No. 78] (the "Order").

Accounting of Critical Vendor Payments

4. Pursuant to the Critical Vendor Payment Procedures[2] set forth in the Order, the Debtors are authorized, in certain circumstances, to pay those suppliers of goods and

[1] The Debtors in these cases are PPC; PFS Distribution Company; PPC Transportation Company; To-Ricos, Ltd.; To-Ricos Distribution, Ltd.; Pilgrim's Pride Corporation of West Virginia, Inc.; and PPC Marketing, Ltd.

[2] Terms used but not defined herein shall be given the meaning ascribed to them in the Order.

services designated by the Debtors, according to specific criteria set forth in the Motion, as "Critical Vendors." The Critical Vendor Payment Procedures further require the Debtors, upon payment of any Critical Vendor Claim, to file with the Court, and provide to the Notice Parties and DIP Agent, an accounting of each such claim paid, including the bases on which payment of such claim was warranted under existing law. Accordingly, attached as Exhibit A is an itemized accounting of the Debtors' payments to date[3] pursuant to the Critical Vendor Payment Procedures (each, a "Critical Vendor Payment," and collectively, the "Critical Vendor Payments").[4]

5. As required by the Critical Vendor Payment Procedures, the Debtors submit that they made Critical Vendor Payments only to the extent that, upon advice of counsel, they reasonably believed they were authorized under existing law. The Debtors submit that the Critical Vendor Payments were in the best interests of their estates. As described in detail on Exhibit A, the goods and services supplied by particular vendors to whom the Debtors made

[3] The Debtors believe that Exhibit A reflects every Critical Vendor Payment made to date. The Debtors reserve the right to supplement Exhibit A to the extent that they have made or will in the future make Critical Vendor Payments that are not included on Exhibit A.

[4] The Debtors have additionally honored in full or in part certain prepetition claims that are not reflected in this accounting. Specifically, the Debtors have made payments pursuant to and as authorized by (1) the Order Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code (i) Authorizing Payment of Wages, Benefits and Other Employee Obligations and (ii) Authorizing Financial Institutions to Honor and Process Checks and Transfers Related to Such Obligations [Docket No. 65], (2) the Order Pursuant to Sections 105(a) and 1107(a) of the Bankruptcy Code Authorizing Debtors to Honor Prepetition Obligations to Growers [Docket No. 74], (3) the Order Pursuant to Sections 105(a) and 1107(a) of the Bankruptcy Code for Authorization to Honor Prepetition Claims of Feed Ingredient Suppliers, Sales Brokers, and Catchers and Haulers [Docket No. 76], (4) the Order Pursuant to Sections 105(a), 363(b), and 503(b)(1) of the Bankruptcy Code for Authorization to Honor Prepetition Obligations to Customers and Otherwise Continue Customer Programs in the Ordinary Course of Business [Docket No. 80], (5) the Order Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004 for Authorization to Pay Prepetition Common Carriers Fees, Logistics Coordinators Fees, Warehouse Fees, Freight Forwarding Fees and Repairmen Fees [Docket No. 83], and (6) the Order Pursuant to Sections 105(a), 363(b), and 541 of the Bankruptcy Code Authorizing the Debtors to Pay Prepetition Sales and Use Taxes and Certain Other Governmental Assessments [Docket No. 84].

Critical Vendor Payments (each, a "Recipient," and collectively, the "Recipients") are essential to the continued operation of the Debtors' businesses or some arm thereof and cannot be obtained from any other vendor, or, could be obtained from another vendor only at such extra cost or at such delay as to outweigh the cost of paying the prepetition claim.

6. Most of the Critical Vendor Payments were made to satisfy Critical Vendor Claims only to the extent that such claims arose from the delivery of goods within the 20-day period preceding the Commencement Date and would otherwise have been entitled to a claim under section 503(b)(9) of the Bankruptcy Code (each, a "503(b)(9) Amount"). Thus, most of the Critical Vendor Payments listed on Exhibit A would likely have been entitled administrative expense status under section 503(b)(9) of the Bankruptcy Code.[5] Most of the Critical Vendor Payments that were not made to satisfy 503(b)(9) Amounts were made to Recipients that claimed liens against property of the Debtors' estates to secure a Critical Vendor Claim (which lien the Debtors reasonably believed to be valid).

[5] "A number of courts, including this one, have recognized the importance of entitlement to priority treatment in determining whether a prepetition unsecured claim may be paid at the initial stages of a chapter 11 case." *In re Tusa-Expo Holdings, Inc.*, *et al.*, Case No. 08-45057, at 5 (DML) (N.D. Tex. Nov. 7, 2008) (stating that payment of priority wage claims "in advance of dealing with claims having a lesser status does not disadvantage general unsecured creditors," who, "arguably . . . have no interest in whether such priority claims are paid early in the case") (citing *In re CoServ, L.L.C.*, 273 B.R. 487; *In re Mirant Corp.*, 296 B.R. 427; *In re Equalnet Comm. Corp.*, 258 B.R. 368; *In re CEI Roofing, Inc.*, 315 B.R. 50; *In re Gulf Air, Inc.*, 112 B.R. 152 (Bankr. W.D. La. 1989)).

7. For these reasons, and for the more specific reasons set forth on Exhibit A, the Debtors submit that each Critical Vendor Payment was warranted under existing law and was in the best interests of the Debtors, their estates and all parties in interest.

Dated: March 2, 2009
Fort Worth, Texas

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EXHIBIT A

SUMMARY OF CRITICAL VENDOR PAYMENTS

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
1	3M Company ("3M")	$ 29,911.00	The United States Department of Agriculture (the "USDA") issues regulations pursuant to which the Debtors must comply with quality assurance testing procedures. The USDA may issue violations against the Debtors or shut down the Debtors' operations if the Debtors do not comply with the procedures. 3M provides patented Petri film used by the Debtors to assure compliance with USDA regulations. The Debtors are not able to obtain products similar in quality to 3M's products from any other source, and believe that they cannot compromise on quality in this area. Accordingly, the Debtors determined that it was in the best interests of their estates to pay 3M's 503(b)(9) Amount to retain trade credit from 3M and to avoid an interruption in the supply of 3M's patented Petri film and any consequent disruption to the Debtors' operations.
2	A-1 Electric ("A-1")	$5,110.00	At the time of the Commencement Date, A-1 was in possession of several of the Debtors' motors and was performing repair work to such motors. The Debtors believed that A-1 held a possessory lien on the motors. A-1 refused to release the Debtors' motors absent payment of its prepetition claim. Accordingly, the Debtors determined that it was in the best interests of their estates to pay A-1's prepetition secured claim, to the extent of the value of the motors, to secure the return of their motors.
3	Advanced Food Systems ("AFS")	$ 30,784.10	AFS is a single source supplier for customer-specified ingredient, a specialized modified food starch, that is used to produce a glaze used in the Debtors' production of prepared food products. Although it is possible that another vendor could provide a similar ingredient, the Debtors believe that the process of matching the formula and obtaining customer approval could take four to six months, while the Debtors would likely consume their current supply of ingredients within two weeks, well before a new supplier could be approved. Prior to payment of its 503(b)(9) Amount, AFS refused to sell to the Debtors on credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay AFS's 503(b)(9) Amount to regain trade credit from AFS and to avoid interruption in the supply of AFS's ingredient and any consequent diminution in the Debtors' sales revenue.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
4	Advantage Packaging ("Advantage")	$ 340,211.39	Advantage is a single source supplier of custom blended stretch film and packaging tape used to package and ship the Debtors' products to their customers. When they originally selected Advantage as a supplier, the Debtors performed many test trials to find a blend appropriate in the chicken plant environment. In addition, the Debtors' pricing agreement with Advantage for film and packaging products is quite favorable. The Debtors believe that the process of finding a comparable blend of stretch film from another supplier could take 8 to 10 weeks, while the Debtors would likely consume their current supply of such packaging materials within approximately three weeks, well before a new supplier could be approved. Advantage is a small company and the Debtors believed that nonpayment would significantly affect Advantage's financial viability. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Advantage's 503(b)(9) Amount to regain trade credit from Advantage and to avoid interruption in the supply of Advantage's custom blended film and packaging and any consequent disruption to the Debtors' ability to ship their processed chicken products to customers.
5	Airgas	$ 744,443.59	The Debtors use carbon dioxide products to maintain the freshness of their processed chicken products during production, storage and transportation by helping to keep the product cold. Nationwide, the Debtors submit that there is a limited supply of the products supplied by Airgas. Because the carbon dioxide industry is constrained, the Debtors would not be able to obtain carbon dioxide products at their required volume if they were to lose Airgas as a supplier. An interruption in the supply of such products would cause major production delays and plant closings. Airgas threatened to stop supplying the Debtors unless its prepetition claim was paid. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Airgas's 503(b)(9) Amount to avoid interruption in the supply of Airgas's carbon dioxide products and any consequent disruption to the Debtors' operations.
6	American Ingredient Tech ("AIT")	$ 195,280.00	AIT is a supplier of ingredients that certain of the Debtors' customer require be used in the production of the prepared chicken products they purchase from the Debtors. The Debtors believe that these customers would not approve any other suppliers. Prior to payment of its 503(b)(9) Amount, AIT had restricted trade credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay AIT's 503(b)(9) Amount to regain favorable trade terms and to avoid interruption in the supply of AIT's ingredients and any consequent diminution in the Debtors' sales revenue.
7	Andy's Seasonings ("Andy's")	$ 70,522.76	Andy's is the only approved supplier of an ingredient that one of the Debtors' major customers requires be used in the production of the prepared chicken products it purchases from the Debtors. The Debtors believe that this customer would not approve any other supplier. Prior to payment of Andy's 503(b)(9) Amount, Andy's had placed supply to the Debtors on hold. The Debtors maintain only two weeks worth, approximately, of the ingredient they purchase from Andy's on hand at any given time. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Andy's 503(b)(9) Amount to regain trade credit and to avoid interruption in the supply of Andy's ingredient and any consequent diminution in the Debtors' sales revenue.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
8	Arkansas Livestock & Poultry Commission (“ALPC”)	$ 28,873.12	The ALPC performs grading services for the Debtors. For example, the ALPC designates certain of the Debtors’ poultry products as Grade A, Grade B, or Grade C. Many of the Debtors’ current and potential customers purchase only graded poultry products. The Debtors may lose sales revenue if they do not receive the ALPC’s grading services. Certain conversations between representatives of the ALPC and representatives of the Debtors caused the Debtors to fear that the ALPC would stop providing its grading services unless the Debtors paid the ALPC’s prepetition claim. Accordingly, the Debtors paid the ALPC’s prepetition claim to avoid interruption in the ALPC’s grading services and any consequent diminution in sales revenue.
9	Atlantic Dry Ice (“Atlantic”)	$ 95,239.63	The Debtors use carbon dioxide products to maintain the freshness of their processed chicken products during production, storage and transportation. Nationwide, the Debtors submit that there is limited availability of carbon dioxide products. Because the carbon dioxide industry is constrained, the Debtors would not be able to obtain carbon dioxide products at their required volume if they were to lose Atlantic as a supplier. An interruption in the supply of such products would cause major production delays and plant closings. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Atlantic’s 503(b)(9) Amount to avoid interruption in the supply of Atlantic’s carbon dioxide products and any consequent disruption to the Debtors’ operations.
10	Aviagen	$ 1,419,376.54	Aviagen is a single source supplier of a specialized breed of chickens for the Debtors’ breeder operations. The Debtors submit that it would take months to find another supplier of such birds because any new supplier would have to go through an entire growing cycle in order to create inventory to sell to the Debtors at the Debtors’ required volume and breed. The Debtors believe that without the birds supplied by Aviagen, the Debtors’ production would drop such that the Debtors would not produce enough chicken to meet customer demand. Prior to payment of its 503(b)(9) Amount, Aviagen had restricted trade credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Aviagen’s 503(b)(9) Amount to regain favorable trade terms and to avoid interruption in the supply of Aviagen’s breeder chickens and any consequent disruption to the Debtors’ operations.
11	Beef Master	$ 139,326.81	Beef Master is a single source supplier of customer-specified product that the Debtors distribute to their customers. Beef Master stated that the Debtors would lose its business if the Debtors did not settle Beef Master’s outstanding prepetition claim or some portion thereof. If the Debtors were to lose Beef Master’s business, the Debtors’ customers would find another distribution company. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Beef Master’s 503(b)(9) Amount to avoid interruption in the supply of Beef Master’s products and any consequent diminution in the Debtors’ revenue.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
12	Berry Plastics Corporation ("Berry Plastics")	$ 56,656.73	Berry Plastics supplies a certain form of packaging used to package certain of the Debtors' prepared chicken products for shipment to the Debtors' customers. The Debtors' prepared food processing plant equipment has been set up to match packaging in the size and form of the packaging supplied by Berry Plastics, and the Debtors' graphics have been matched to Berry Plastics's packaging as well. Thus, replacing Berry Plastics's products would take time and would interrupt the Debtors' operations. Prior to the payment of its 503(b)(9) Amount, Berry Plastics had placed supply to the Debtors on hold. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Berry Plastics's 503(b)(9) Amount to avoid interruption in the supply of Berry Plastics's packaging and any consequent disruption to the Debtors' operations or reduction in the Debtors' sales revenue.
13	Berry Plumbing	$ 6,145.81	Berry Plumbing is an original equipment manufacturer that provides equipment used in the Debtors' chicken processing plants, as well as replacement parts for such equipment. The Debtors have equipped many of their plants with equipment manufactured by Berry Plumbing. Such equipment often constitutes a significant investment by the Debtors. In many instances, Berry Plumbing is the only company capable of providing replacement parts for such equipment, which the Debtors require on a monthly basis. Prior to payment of its 503(b)(9) Amount, Berry Plumbing had stopped shipping replacement parts to the Debtors. Accordingly, the Debtors determined it was in the best interests of their estates to pay Berry Plumbing's 503(b)(9) Amount to preserve the value of the Debtors' investment in equipment purchased from Berry Plumbing and to avoid disruption to their operations.
14	Biomune Company ("Biomune")	$ 213,797.20	Biomune is a single source supplier of specialized vaccines used to maintain the health of the Debtors' live chickens. Without such vaccines, the Debtors' live chicken populations would be at risk. Prior to payment of its 503(b)(9) Amount, Biomune had restricted trade credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Biomune's 503(b)(9) Amount to regain favorable trade terms and to avoid an interruption of the supply of Biomune's vaccines and the consequent exposure of portions of their chicken populations to risk of disease.
15	BJK Packaging ("BJK")	$ 483,866.08	BJK provides custom formulated film for the Debtors' controlled atmosphere packaging machines that is used to package the Debtors' prepared chicken products for shipment to the Debtors' customers. BJK's products are specified by one of the Debtors' major customers. For the past five months, approximately, the Debtors have attempted to find a secondary source to replace BJK but have been unable to find a vendor able to supply film that works as well as BJK's film. Prior to payment of its 503(b)(9) Amount, BJK had restricted trade credit. Accordingly, the Debtors determined it was in the best interests of their estates to pay BJK's 503(b)(9) Amount to regain favorable trade terms and to avoid interruption in the supply of BJK's film and any consequent disruption to the Debtors' ability to ship their processed chicken products to customers.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
16	Blend Pak	$ 56,943.65	Blend Pak is a single source supplier of ingredients that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. The Debtors believe that the process of obtaining customer approval of ingredients from another supplier would take four to six months, while the Debtors would likely consume their current supply of Blend Pak's ingredients within two weeks, well before a new supplier could be approved. Prior to payment of its 503(b)(9) Amount, Blend Pak had restricted trade credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Blend Pak's 503(b)(9) Amount to regain favorable trade terms and to avoid interruption in the supply of Blend Pak's ingredients and any consequent diminution in the Debtors' sales revenue.
17	Broaster Company ("Broaster")	$ 9,391.40	Broaster is both a vendor and a major customer of the Debtors. Broaster supplies the Debtors with ingredients that it requires be used in prepared chicken products Broaster purchases from the Debtors. The Debtors were concerned that nonpayment of Broaster's prepetition claim, or some portion thereof, would result in a loss of Broaster's business as a customer. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Broaster's 503(b)(9) Amount to avoid diminution in the revenue the Debtors earn from sale of processed chicken products to Broaster.
18	Budenheim USA ("Budenheim")	$ 118,156.00	Budenheim is a single source supplier of an ingredient that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. The Debtors believe that the process of obtaining customer approval of ingredients from another supplier would take four to six months, while the Debtors would likely consume their current supply of Budenheim's ingredients within three weeks, well before a new supplier could be approved. Prior to payment of its 503(b)(9) Amount, Budenheim refused to sell to the Debtors on credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Budenheim's 503(b)(9) Amount to regain trade credit and to avoid interruption in the supply of Budenheim's ingredient and any consequent diminution in the Debtors' sales revenue.
19	Bunzl	$ 264,813.13	Bunzl provides the Debtors with supplies and parts necessary to their day-to-day operations. An interruption in the parts and supplies provided by Bunzl would cause serious disruption to the operation of the Debtors' plants because other suppliers of such necessary parts and supplies refused to supply the Debtors even when the Debtors offered to pay them cash on delivery. Bunzl, on the other hand, was willing to supply the Debtors on credit, in exchange for payment of its 503(b)(9) Amount. Accordingly, the Debtors determined it was in the best interests of their estates to pay Bunzl's 503(b)(9) Amount to retain trade credit and to avoid interruption in the supply of products supplied by Bunzl, unobtainable from any other source, and any consequent disruption to operations.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
20	Caldwell Machine ("Caldwell")	$ 27,025.50	Caldwell provides replacement parts for equipment used in the Debtors' chicken processing plants. The Debtors require these replacement parts several times a week. The Debtors could purchase such parts from the original equipment manufacturers, but are able to get better quality replacement parts from Caldwell at a better price. The Debtors believed that Caldwell may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined it was in the best interests of their estates to pay Caldwell's 503(b)(9) Amount to preserve the value of the Debtors' investment in its currently owned equipment and to reduce the costs of necessary replacement parts for such equipment.
21	CBC Enterprise ("CBC")	$ 60,219.53	CBC is an equipment manufacturer that provides replacement parts and custom-made parts for equipment used in the Debtors' chicken processing plants. The Debtors require these replacement parts several times a week. In many instances, the Debtors could purchase replacement parts from the original equipment manufacturers, but are able to get better quality replacement parts from CBC at half of the cost. CBC has built inventory to meet the Debtors' specific needs, whereas other vendors of such parts have not. An interruption in supply from CBC would cause a delay in the Debtors' operations. The Debtors believed that CBC may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined it was in the best interests of their estates to pay CBC's 503(b)(9) Amount to ensure continued reduced costs for necessary replacement parts to the Debtors' equipment and to prevent interruption in the Debtors' operations.
22	ConAgra Foods ("ConAgra")	$ 925,397.30	ConAgra is a single source supplier of certain ingredients that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. The Debtors believe that the process of obtaining customer approval of ingredients from another supplier would take four to six months, while the Debtors would likely consume their current supply of ConAgra's ingredients within two weeks, well before a new supplier could be approved. Prior to payment of its 503(b)(9) Amount, ConAgra refused to sell to the Debtors on credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay ConAgra's 503(b)(9) Amount to regain trade credit and to avoid interruption in the supply of ConAgra's ingredients and any consequent diminution in the Debtors' sales revenue.
23	ConAgra Foods (Gilroy Foods) ("ConAgra Gilroy")	$ 79,230.37	ConAgra Gilroy is a single source supplier of certain ingredients that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. The Debtors believe it possible that their customers would refuse to approve a new supplier of these ingredients, and submit that at any rate the process of obtaining customer approval of ingredients from another supplier would take four to six months, while the Debtors would likely consume their current supply of ConAgra Gilroy's ingredients within three weeks. Prior to payment of its 503(b)(9) Amount, ConAgra Gilroy refused to sell to the Debtors on credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay ConAgra Gilroy's 503(b)(9) Amount to regain trade credit and to avoid interruption in the supply of ConAgra Gilroy's ingredients and any consequent diminution in the Debtors' sales revenue.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
24	Dalton King Packaging ("Dalton")	$275,511.31	Dalton provides a custom blend of clear film that is used to package the Debtors' prepared chicken products for shipment to customers. The Debtors believe that they would likely consume their current supply of Dalton's film before an alternate supplier could be obtained and that they would not be able to ship product to their customers. Dalton refused to floor stock its product absent payment of its 503(b)(9) Amount, causing disruption to the Debtors' operations due to delays in the supply of Dalton's film. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Dalton's 503(b)(9) Amount to avoid interruption in the supply of Dalton's custom blend of packaging film and any consequent disruption to the Debtors' operations.
25	Delta Trak	$ 10,455.00	Delta Trak is a single source supplier of customer-specified temperature recorders. The Debtors' customer requires that the Debtors use Delta Trak temperature recorders during transportation of the prepared chicken products the customer purchases from the Debtors. Prior to payment of its 503(b)(9) Amount, Delta Trak put supply to the Debtors on hold. The Debtors maintain only two to three weeks, approximately, of supply of Delta Trak's temperature recorders on hand at any given time and would have to obtain customer approval prior to replacing Delta Trak's temperature recorders with those supplied by another vendor. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Delta Trak's 503(b)(9) Amount to prevent further interruption in the supply of Delta Trak's temperature recorders and any consequent diminution in the Debtors' sales revenue.
26	Diversified-Foods ("Diversified")	$ 18,019.60	Diversified is a single source supplier of ingredients that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. In addition, these ingredients meet federal requirements for use in public school lunch commodity items. The Debtors believe that the process of obtaining customer approval of ingredients from another supplier would take four to six months, while the Debtors would likely consume their current supply of Diversified's ingredients within two weeks, well before a new supplier could be approved. Prior to payment of its 503(b)(9) Amount, Diversified had placed supply to the Debtors on hold. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Diversified's 503(b)(9) Amount to avoid interruption in the supply of Diversified's ingredients and any consequent diminution in the Debtors' sales revenue.
27	Ecolab	$ 475,000.95	Ecolab provides equipment and supplies used by the Debtors during production of prepared chicken products and to clean their plants. The Debtors submit that such equipment and supplies are necessary to their operations. The Debtors submit that replacing Ecolab as a supplier would require both capital and time. The Debtors believed that Ecolab may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Ecolab's 503(b)(9) Amount to avoid interruption in the supply of Ecolab's ingredients and any consequent disruption to the Debtors' operations.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
28	Emory L Wilson & Associates ("Emory")	$ 9,375.00	Emory provides equipment used by the Debtors during production of prepared chicken products. The Debtors submit that such equipment is necessary to their operations. Emory is several weeks into the process of building equipment that would fit the Debtors' production lines in their plants. Thus, replacing Emory with another supplier would delay the supply of this equipment by several weeks. The Debtors believed that Emory may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Emory's 503(b)(9) Amount to avoid interruption in the supply of Ecolab's equipment and any consequent disruption to the Debtors' operations.
29	Epco	$ 200,810.30	The Debtors use carbon dioxide products to maintain the freshness of their processed chicken products during storage and transportation. Nationwide, the Debtors submit that there is limited availability of carbon dioxide products. Because the carbon dioxide industry is constrained, the Debtors would not be able to obtain carbon dioxide products at their required volume if they were to lose Epco as a supplier. An interruption in the supply of such products would cause major production delays and plant closings. The Debtors believed that Epco may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Epco's 503(b)(9) Amount to avoid interruption in the supply of Epco's carbon dioxide products and any consequent disruption to the Debtors' operations.
30	F & S Produce ("F&S")	$ 77,857.39	F&S is a single source supplier of diced celery that meets the Debtors' specifications and that is used in the Debtors' prepared food products. The Debtors submit that it would take weeks to replace F&S before another supplier could be approved. In addition, F&S delivered a letter to the Debtors claiming that it was entitled to payment for celery it delivered pursuant to the Perishable Agricultural Commodities Act ("PACA"). Moreover, prior to payment of its 503(b)(9) Amount, F&S froze supply to the Debtors. Although the Debtors dispute the validity of that claim, they determined that it was in the best interests of their estates to negotiate with F&S and to pay F&S's 503(b)(9) Amount to avoid (1) further interruption in the supply of F&S's diced celery and the consequent disruption to the Debtors' operations, and (2) any potential finding of liability under PACA.
31	Fasco	$ 25,237.82	Fasco was contracted to perform construction services on one of the Debtors' feedmills. The Debtors believed that Fasco was entitled to a valid lien on work performed in connection with these construction services, and also believed that the value of the property subject to the lien exceeded the amount of Fasco's outstanding prepetition claim. Fasco threatened to stop performing unless the Debtors paid its outstanding prepetition claim. The Debtors submit that a delay in the completion of the feed mill would have caused the Debtors to incur significant losses. For example, the Debtors' grain was exposed to the elements until Fasco completed certain construction work on the feedmill. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Fasco's prepetition secured claim to avoid delay in completion of the protein plant construction project and consequent costs.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
32	Florida Department of Agriculture and Consumer Services (the "FDACS")	$ 33,341.65	The FDACS performs grading services for the Debtors. For example, the FDACS designates certain of the Debtors' poultry products as Grade A, Grade B, or Grade C. Many of the Debtors' current and potential customers purchase only graded poultry products. The Debtors may lose sales revenue if they do not receive the FDACS's grading services. Certain conversations between representatives of the FDACS and representatives of the Debtors caused the Debtors to fear that the FDACS would stop providing its grading services unless the Debtors paid the FDACS's prepetition claim. Accordingly, the Debtors paid the FDACS's prepetition claim to avoid interruption in the FDACS's grading services and any consequent diminution in sales revenue.
33	Foodcraft Equipment Co. ("Foodcraft")	$ 3,080.78	Foodcraft is an original equipment manufacturer that provides parts and equipment used in the Debtors' chicken processing plants. The Debtors have equipped many of their plants with equipment manufactured by Foodcraft. Such equipment often constitutes a significant investment by the Debtors. Foodcraft is the only company capable of providing replacement parts for such equipment, and the Debtors require replacement parts on a weekly basis. The Debtors believed that Foodcraft may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined it was in the best interests of their estates to pay Foodcraft's 503(b)(9) Amount to preserve the value of the Debtors' investment in equipment purchased from Foodcraft and to avoid disruption to their operations by avoiding an interruption in the supply of parts necessary for such equipment to function.
34	Formax	$ 76,564.43	Formax is an original equipment manufacturer that provides parts and equipment used in the Debtors' chicken processing plants. The Debtors have equipped many of their plants with equipment manufactured by Formax. Such equipment often constitutes a significant investment by the Debtors. Formax is the only company capable of providing replacement parts for such equipment, and the Debtors require replacement parts on a weekly basis. The Debtors believed that Formax may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined it was in the best interests of their estates to pay Formax's 503(b)(9) Amount to preserve the value of the Debtors' investment in equipment purchased from Formax and to avoid disruption to their operations by avoiding an interruption in the supply of parts necessary for such equipment to function.
35	Fort Dodge	$ 108,057.50	Fort Dodge is a single source supplier of specialized vaccines used to maintain the health of the Debtors' live chickens. Without such vaccines, the Debtors' live chicken populations would be at risk, and the Debtors believe that Fort Dodge's vaccines are more effective than those of Fort Dodge's competitors. The Debtors believed that Fort Dodge may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Fort Dodge's 503(b)(9) Amount to avoid any interruption in the supply of Fort Dodge's vaccines and the consequent exposure of portions of the Debtors' live chicken populations to risk of disease.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
36	Gamco Supply ("Gamco")	$ 324,990.92	Gamco provides supplies used by the Debtors that are mandated by the USDA for both employee and customer protection, such as gloves, aprons, boots and hairnets. Use of such supplies by the Debtors is required by the USDA. The Debtors submit that Gamco is the most cost-effective source for such supplies because it is the only large-volume supplier of such products. Therefore, losing Gamco as a supplier would result in operational delays and significantly increased costs because the Debtors would be forced to purchase such supplies piecemeal from smaller shops. The Debtors submit that the increased costs they would incur without Gamco as a supplier exceed Gamco's 503(b)(9) Amount. Accordingly the Debtors determined that it was in the best interests of their estates to pay Gamco's 503(b)(9) Amount to avoid disruption to their operations and to retain the most cost-effective source of necessary supplies.
37	Gas Incorporated	$ 4,861.59	Gas Incorporated provides propane to the Debtors that is used to heat the Debtors' chicken houses. Gas Incorporated has installed propane tanks at the Debtors' chicken houses. Gas Incorporated does not allow other propane providers to fill its tanks. Due to conversations with Gas Incorporated, the Debtors believed that Gas Incorporated would have frozen supply unless the Debtors paid its outstanding claim or some portion thereof. The Debtors believed that replacing Gas Incorporated with another propane provider was not a viable option because Gas Incorporated, to the Debtors' knowledge, is the only local propane provider, and because any new propane supplier would have to install its own propane tanks over the course of several weeks. The Debtors believed that Gas Incorporated may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Gas Incorporated's 503(b)(9) Amount to avoid an interruption in the supply of Gas Incorporated's propane and the consequent disruption to their operations.
38	Georgia Department of Agriculture ("GDA")	$ 54,861.74	The GDA performs grading services for the Debtors. For example, the GDA designates certain of the Debtors' poultry products as Grade A, Grade B, or Grade C. Many of the Debtors' current and potential customers purchase only graded poultry products. The Debtors may lose sales revenue if they do not receive the GDA's grading services. Certain conversations between representatives of the GDA and representatives of the Debtors caused the Debtors to fear that the GDA would stop providing its grading services unless the Debtors paid the GDA's prepetition claim. Accordingly, the Debtors paid the GDA's prepetition claim to avoid interruption in the GDA's grading services and any consequent diminution in sales revenue.
39	Gortons	$ 67,650	Gortons is a single source supplier of ingredients that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. These customers refused to approve ingredients from any other sources. Prior to payment of its 503(b)(9) Amount, Gortons refused to sell to the Debtors on credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Gorton's 503(b)(9) Amount to regain trade credit and to avoid interruption in the supply of Gorton's ingredients and any consequent diminution in the Debtors' sales revenue.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
40	Great Western Industries ("GWI")	$ 260,448.13	GWI provides printing plates and dyes used to create packaging for the Debtors' chicken products. The process of creating new printing plates and matching dyes would take approximately two months such that replacing GWI would cause a disruption in the Debtors' operations were GWI to discontinue supply. The Debtors believed that GWI may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Berry Plastic's 503(b)(9) Amount to avoid interruption in the supply of GWI's dyes and printing plates and any consequent disruption to the Debtors' operations or reduction in the Debtors' sales revenue.
41	H K Systems	$ 80,175.80	H K Systems is an original equipment manufacturer that provides specialized equipment used in the Debtors' chicken processing plants. The Debtors have equipped several of their plants with equipment manufactured by H K Systems. Such equipment constitutes a significant investment by the Debtors. H K Systems is the only company capable of providing replacement parts and upgrades for such equipment, and the Debtors require such replacement parts on a weekly basis. The Debtors believed that H K may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined it was in the best interests of their estates to pay H K Systems's 503(b)(9) Amount to retain trade credit, preserve the value of the Debtors' investment in equipment purchased from H K Systems, and to avoid disruption to their operations by avoiding an interruption in the supply of parts necessary for such equipment to function.
42	Hamilton Plastics ("Hamilton")	$ 964,264.72	Hamilton provides customized, printed controlled-atmosphere bags that are used to package the Debtors' prepared chicken products for shipment to customers. The process of printing new bags from another supplier would take several weeks, such that the Debtors' operations would be disrupted were Hamilton to discontinue supply. In addition, the Debtors believed that resourcing Hamilton's products would cause the Debtors to incur an expense of approximately $1 million in excess of Hamilton's 503(b)(9) Amount. Due to conversations with Hamilton representatives, the Debtors feared that Hamilton would freeze supply absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Hamilton's 503(b)(9) Amount to avoid interruption in the supply of Hamilton's custom-printed packaging and any consequent disruption to the Debtors' operations or reduction in the Debtors' sales revenue.
43	Hood Packaging ("Hood")	$ 925,177.10	Hood supplies custom-printed bags that are used to package the Debtors' prepared chicken products for shipment to customers. Because of the custom printing, the process of obtaining new printed bags from another supplier would take several weeks. Prior to payment of its 503(b)(9) Amount, Hood froze supply to the Debtors and the Debtors' operations were disrupted at several plants. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Hood's 503(b)(9) Amount to avoid interruption in the supply of Hood's custom-printed bags and any consequent disruption to the Debtors' operations or reduction in the Debtors' sales revenue.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
44	Hubbard Farms ("Hubbard")	$ 654,825.07	Hubbard is a single source supplier of a specialized breed of chicken for the Debtors' breeder operations. The Debtors believe that it would take months, or even a year, for another supplier to produce a population of this breed of birds at the Debtors' required volume. Without such birds, production would drop such that the Debtors would not produce enough chicken to meet customer demand. The Debtors believed that Hubbard may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Hubbard's 503(b)(9) Amount to avoid interruption in the supply of Hubbard's breeder chickens and any consequent disruption to the Debtors' chicken growing operations.
45	Illes Company Inc. ("Illes")	$ 600,719.12	Illes is a single source supplier of ingredients that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. The Debtors believe that the process of obtaining customer approval of ingredients from another supplier would take four to six months, while the Debtors would likely consume their current supply of Illes's ingredients within two weeks, well before a new supplier could be approved. The Debtors believed that Illes may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Illes's 503(b)(9) Amount to retain favorable trade terms and to avoid interruption in the supply of Illes's ingredients and any consequent diminution in the Debtors' sales revenue.
46	Inovar Packaging Group ("Inovar")	$ 69,975.97	Inovar supplies customized, printed gold foil labels that are used in packaging the Debtors' prepared chicken products for shipment to customers. The Debtors submit that they cannot obtain labels with the print consistency of Inovar's labels from any other supplier. In addition, the process of obtaining new printed labels from another supplier would take several weeks, such that the Debtors' operations would be disrupted were Inovar to discontinue supply. The Debtors believed that Inovar may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Inovar's 503(b)(9) Amount to retain favorable trade terms and to avoid interruption in the supply of Inovar's custom-printed labels and any consequent disruption to the Debtors' operations or reduction in the Debtors' sales revenue.
47	International Flavors ("IF")	$ 249,777.50	IF is a single source supplier of an ingredient, a marinade, that one of the Debtors' major customers requires be used in the production of the prepared chicken products it purchases from the Debtors. Obtaining customer approval of a replacement marinade from another vendor could take weeks to months, and would likely outlast the Debtors' current supply of IF's marinade. Prior to payment of its 503(b)(9) Amount, IF refused to sell to the Debtors on credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay IF's 503(b)(9) Amount to regain trade credit and to avoid interruption in the supply of IF's ingredient and any consequent diminution in the Debtors' sales revenue.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
48	International Paper ("IP")	$ 7,628,612.03	IP is a single source supplier of custom-printed products, some proprietary, that are used in packaging the Debtors' prepared chicken products for shipment to customers. The process of obtaining new printed packaging products from another supplier would take several weeks, a period which would likely outlast the Debtors' current supply, such that the Debtors' operations would be disrupted were IP to discontinue supply. Prior to payment of its 503(b)(9) Amount, IP stated that it would refuse to sell to the Debtors on credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay IP's 503(b)(9) Amount to retain trade credit and to avoid interruption in the supply of IP's custom-printed packaging and any consequent disruption to the Debtors' operations or reduction in the Debtors' sales revenue.
49	John R White Co.	$ 740,333.75	John R. White Co. is a single source supplier of proprietary ingredients that several of the Debtors' major customers require be used in the production of prepared chicken products that they purchase from the Debtors. The Debtors believe that the process of obtaining customer approval of ingredients from another supplier would take four to six months, while the Debtors would likely consume their current supply of John R. White Co.'s ingredients within two weeks, well before a new supplier could be approved. The Debtors believed that John R. White Co. may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay John R. White Co.'s 503(b)(9) Amount to retain favorable trade terms and to avoid interruption in the supply of John R. White Co.'s ingredients and any consequent diminution in the Debtors' sales revenue.
50	Kerry Specialty Ingredients ("KSI")	$ 182,727.92	KSI is a single source supplier of ingredients that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. The Debtors believe that the process of obtaining customer approval of ingredients from another supplier would take anywhere from six weeks for some ingredients to six months for others, while the Debtors would likely consume their current supply of KSI's ingredients within two weeks, well before a new supplier could be approved. The Debtors believed that KSI would have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay KSI's 503(b)(9) Amount to retain trade credit and to avoid interruption in the supply of KSI's ingredients and any consequent diminution in the Debtors' sales revenue.
51	Lohmann Aminal Health ("LAH")	$ 37,228.05	LAH is a single source supplier of specialized vaccines, some of which are patented, used to maintain the health of the Debtors' live chickens. Without such vaccines, the Debtors' live chicken populations would be at risk. Due to conversations with LAH, the Debtors feared that LAH would freeze supply to the Debtors unless they paid LAH its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay LAH's 503(b)(9) Amount to avoid an interruption in the supply of LAH's vaccines and the consequent exposure of the Debtors' live chicken populations to risk of disease.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
52	Lott Oil	$ 3,836.61	Lott Oil provides propane to the Debtors that is used to heat the Debtors' chicken houses and offices. Lott Oil has installed approximately 20 to 25 propane tanks on the Debtors' property. Lott Oil does not allow other propane vendors to fill its tanks, and, due to conversations with Lott Oil, the Debtors believed that Lott Oil would freeze supply unless the Debtors paid some portion of Lott Oil's outstanding claim. Replacing Lott Oil as a vendor would take several weeks because a new propane supplier would have to install its own propane tanks. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Lott Oil's 503(b)(9) Amount to avoid an interruption in the supply of Lott Oil's propane and the consequent disruption to their operations.
53	Lufkin Electric ("Lufkin")	$16,521.70	At the time of the Commencement Date, Lufkin was in possession of several of the Debtors' motors for their factory equipment and was performing repair services on the motors. The Debtors believed that Lufkin held a possessory lien on the motors, and also believed that the value of such motors far exceeded the amount of Lufkin's outstanding prepetition claim. Lufkin refused to release the Debtors' motors absent payment of its prepetition claim. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Lufkin's prepetition secured claim to secure the safe return of their property.
54	M.P. Equipment ("M.P.")	$25,402.94	M.P. is an original equipment manufacturer that provides equipment used in the Debtors' chicken processing plants as well as replacement parts for such equipment. The Debtors have equipped many of their plants with equipment manufactured by M.P. Such equipment often constitutes a significant investment by the Debtors. M.P. is the only company capable of providing replacement parts for such equipment, and the Debtors require replacement parts several times a week. M.P. refused to sell such parts to the Debtors on credit absent payment of M.P.'s 503(b)(9) Amount. Accordingly, the Debtors determined it was in the best interests of their estates to pay M.P.'s 503(b)(9) Amount to regain favorable trade terms, preserve the value of the Debtors' investment in equipment purchased from M.P., and to avoid disruption to their operations by avoiding an interruption in the supply of parts necessary for such equipment to function.
55	McCormick	$ 336,346.35	McCormick is a single source supplier of ingredients that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. The Debtors believe that the process of obtaining customer approval of ingredients from another supplier would take four to six months, while the Debtors would likely consume their current supply of McCormick's ingredients within two weeks, well before a new supplier could be approved. McCormick froze supply to the Debtors on several occasions. Accordingly, the Debtors determined that it was in the best interests of their estates to pay McCormick's 503(b)(9) Amount to regain favorable trade terms and to avoid interruption in the supply of McCormick's ingredients and any consequent diminution in the Debtors' sales revenue.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
56	Menefee Construction ("Menefee")	$ 78,964.31	Menefee was contracted to perform construction services on the Debtors' protein plant construction project. The Debtors believed that Menefee was entitled to a valid lien on work performed in connection with these construction services, and also believed that the value of the property subject to the lien exceeded the amount of Menefee's outstanding prepetition claim. Menefee threatened to stop performing unless the Debtors paid its outstanding prepetition claim. The Debtors submit that a delay in the completion of the protein plant construction project would cost the Debtors hundreds of thousands of dollars a week. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Menefee's prepetition secured claim to avoid delay in completion of the protein plant construction project and consequent costs.
57	Merel Food Systems ("Merel")	$ 88,724.43	Merel is an original equipment manufacturer that provides specialized equipment used in the Debtors' chicken processing plants. The Debtors have equipped many of their plants with equipment manufactured by Merel. Such equipment often constitutes a significant investment by the Debtors. Merel is the only company capable of providing replacement parts and upgrades for such equipment, and the Debtors require replacement parts several times a week. The Debtors believed that Merel may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined it was in the best interests of their estates to pay Merel's 503(b)(9) Amount to retain favorable trade terms, preserve the value of the Debtors' investment in equipment purchased from Merel, and to avoid disruption to their operations by avoiding an interruption in the supply of parts necessary for such equipment to function.
58	Merial Select	$ 26,159.80	Merial is a single source supplier of specialized vaccines used to maintain the health of the Debtors' live chickens. Without such vaccines, the Debtors' live chicken populations would be at risk. The Debtors believed that Merial may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Merial's 503(b)(9) Amount to retain favorable trade terms and to avoid an interruption in the supply of Merial's vaccines and the consequent exposure of portions of the Debtors' live chicken populations to risk of disease.
59	M-Tek	$ 35,810.25	M-Tek is an original equipment manufacturer that provides standardized packaging equipment and corresponding parts and supplies used in the Debtors' chicken processing plants. The Debtors have equipped many of their plants with equipment manufactured by M-Tek. Such equipment often constitutes a significant investment by the Debtors. In many instances, M-Tek is the only company capable of providing replacement parts and supplies for such equipment. The Debtors believed that M-Tek may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined it was in the best interests of their estates to pay M-Tek's 503(b)(9) Amount to preserve the value of the Debtors' investment in equipment purchased from M-Tek and to retain favorable trade terms and to avoid disruption to their operations by avoiding an interruption in the supply of parts and supplies necessary for such equipment to function and for the Debtors to package their products.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
60	Neelys Welding ("Neelys")	$ 3,471.38	At the time of the Commencement Date, Neelys was in possession of equipment of the Debtors with respect to which it was performing repair services. The Debtors believed that Neelys held a possessory lien on the equipment, and also believed that the value of such equipment exceeded the amount of Neelys's outstanding prepetition claim. The Debtors believed that Neelys would refuse to release the Debtors' equipment absent payment of its prepetition claim. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Neelys's prepetition secured claim to secure the safe return of their property.
61	Newly Wed Foods ("Newly Wed")	$ 2,837,147.61	Newly Wed is a single source supplier of ingredients that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. The Debtors believe that the process of obtaining customer approval of ingredients from another supplier would take anywhere from six weeks for some ingredients to six months for others, while the Debtors would likely consume their current supply of Blend Pak's ingredients within two weeks, well before a new supplier could be approved. Prior to payment of its 503(b)(9) Amount, Newly Wed froze supply to the Debtors. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Newly Wed's 503(b)(9) Amount to regain supply and trade credit and to avoid further interruption in the supply of Newly Wed's ingredients and any consequent diminution in the Debtors' sales revenue.
62	North Carolina Department of Agriculture and Consumer Services ("NCDA")	$ 808.00	The NCDA provides laboratory testing services for the Debtors that are required by law and that test the Debtors' chicken for bacteria harmful to human health. The Debtors submit that the NCDA was withholding the results of certain necessary lab tests from the Debtors until the Debtors paid the NCDA's prepetition claim. Accordingly, the Debtors determined that it was in the best interests of their estates to pay the NCDA's prepetition claim.
63	Omni Systems Inc. ("Omni")	$ 132,208.55	Omni supplies customized, printed labels that are used in packaging the Debtors' prepared chicken products for shipment to customers. Omni has graphics and printing plates that are specific to the Debtors' needs. Because it would take another vendor several weeks to create and obtain approval of new printing plates with the Debtors' required graphics, a period of time that would likely outlast the Debtors' current supply of labels, the Debtors' operations would be disrupted were Omni to discontinue supply. Prior to payment of its 503(b)(9) Amount, Omni restricted trade credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Omni's 503(b)(9) Amount to regain favorable trade terms and to avoid interruption in the supply of Omni's custom-printed labels and any consequent disruption to the Debtors' operations or reduction in the Debtors' sales revenue.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
64	Ossid Corporation ("Ossid")	$ 59,665.21	Ossid is an original equipment manufacturer that provides parts and equipment used in the Debtors' chicken processing plants. The Debtors have equipped several of their plants with equipment manufactured by Ossid. Such equipment often constitutes a significant investment by the Debtors. The Debtors submit that in many instances Ossid is the only company capable of providing replacement parts for such equipment, which the Debtors purchase several times a week. Prior to payment of its 503(b)(9) Amount, Ossid restricted trade credit. Accordingly, the Debtors determined it was in the best interests of their estates to pay Ossid's 503(b)(9) Amount to preserve the value of the Debtors' investment in equipment purchased from Ossid and to avoid disruption to their operations by avoiding an interruption in the supply of parts necessary for such equipment to function.
65	Owens	$ 7,824.60	Owens supplies customer-specified prepared food product that the Debtors distribute to customers. If the Debtors were to lose Owens's business, the Debtors' customers would find another distribution company. Prior to receiving payment of its 503(b)(9) Amount, Owens froze supply to the Debtors. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Owens's 503(b)(9) Amount to avoid interruption in the supply of Owens's food products and any consequent diminution in the Debtors' revenue.
66	Packaging Specialties Inc. ("PSI")	$ 481,581.19	PSI supplies printed packaging supplies used to ship the Debtors' prepared chicken products to customers. Because it would take another vendor several weeks to create new printing plates with the Debtors' required graphics, a period of time that would likely outlast the Debtors' current supply of packaging supplies, the Debtors' operations would be disrupted were PSI to discontinue supply. The Debtors believed that PSI may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay PSI's 503(b)(9) Amount to retain trade credit and to avoid interruption in the supply of PSI's custom-printed packaging supplies and any consequent disruption to the Debtors' operations or reduction in the Debtors' sales revenue.
67	Pactiv	$ 649,909.22	Pactiv supplies custom-sized packaging trays used to ship the Debtors' prepared chicken products to customers. The Debtors submit that no other vendor is able to provide these trays to the Debtors at the Debtors' required volume. Therefore, the Debtors believed that their operations would be disrupted were Pactiv to discontinue supply. In addition, prior to receiving payment of its 503(b)(9) Amount, Pactiv froze supply to the Debtors, and the Debtors were only days away from being unable to fill customer orders. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Pactiv's 503(b)(9) Amount to regain supply and trade credit and to avoid further interruption in the supply of Pactiv's custom-printed packaging trays and any consequent disruption to the Debtors' operations or reduction in the Debtors' sales revenue.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
68	Pain Enterprises Inc. ("Pain")	$ 96,121.95	The Debtors use carbon dioxide products to maintain the freshness of their processed chicken products during storage and transportation. Nationwide, the Debtors submit that there is limited availability of carbon dioxide products. Because the carbon dioxide industry is constrained, the Debtors would not be able to obtain carbon dioxide products at their required volume if they were to lose Pain as a supplier. In addition, use of Pain's products in the Debtors' operations is specifically required by some of the Debtors' customers. An interruption in the supply of such products would cause major production delays, plant closings, and potential losses or interruptions in sales revenues. The Debtors believed that Pain may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Pain's 503(b)(9) Amount to retain favorable trade terms and to avoid interruption in the supply of Pain's carbon dioxide products and any consequent disruption to the Debtors' operations.
69	Processor's Choice	$ 14,705.00	Processor's Choice is a single-source supplier of ingredients that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. The Debtors believe that the process of obtaining customer approval of ingredients from another supplier would take several weeks, a period of time that would have outlasted the Debtors' supply. Due to conversations between representatives of Processor's Choice and representatives of the Debtors, the Debtors feared that Processor's Choice may freeze supply to the Debtors absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Processor's Choice's 503(b)(9) Amount to retain favorable trade terms and to avoid interruption in the supply of Processor's Choice's ingredients and any consequent diminution in the Debtors' sales revenue.
70	Reckitt Benckiser Inc. ("Reckitt")	$ 9,335.50	Reckitt is a single source supplier of ingredients that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. The Debtors believe that their customers would not have approved ingredients from a different supplier. Prior to payment of its 503(b)(9) Amount, Reckitt restricted trade credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Reckitt's 503(b)(9) Amount to regain favorable trade terms and to avoid interruption in the supply of Reckitt's ingredients and any consequent diminution in the Debtors' sales revenue.
71	Reed Foods ("Reed")	$ 228,040.40	Reed is a single source supplier of ingredients that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. The Debtors believe that the process of obtaining customer approval of ingredients from another supplier would take four to six months, while the Debtors would likely consume their current supply of Reed's ingredients within two weeks, well before a new supplier could be approved. Prior to payment of its 503(b)(9) Amount, Reed had restricted trade credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Reed's 503(b)(9) Amount to regain favorable trade terms and to avoid interruption in the supply of Reed's ingredients and any consequent diminution in the Debtors' sales revenue.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
72	Saiia Construction, LLC ("Saiia")	$370,691.10	Saiia was contracted to perform construction services on the Debtors' railroad construction project. The Debtors believed that Saiia was entitled to a valid lien on work performed in connection with these construction services, and also believed that the value of the property subject to the lien exceeded the amount of Saiia's outstanding prepetition claim. Due to conversations with representatives of Saiia, the Debtors believed that Saiia may discontinue performing construction services absent payment of its prepetition claim. The Debtors submit that delay in completion of the railroad construction project would cause the Debtors to incur significant losses. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Saiia's prepetition secured claim to avoid delay in completion of the railroad construction project and consequent losses to their estates.
73	Simmons Engineering Co. ("Simmons")	$ 7,350.50	Simmons is an original equipment manufacturer that provides equipment used in the Debtors' chicken processing plants, as well as replacement parts for such equipment. The Debtors have equipped many of their plants with equipment manufactured by Simmons. Such equipment often constitutes a significant investment by the Debtors. In many instances, Simmons is the only company capable of providing replacement parts for such equipment, which the Debtors require on a weekly basis. The Debtors believed that Simmons may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined it was in the best interests of their estates to pay Simmons's 503(b)(9) Amount to preserve the value of the Debtors' investment in equipment purchased from Simmons and to avoid disruption to their operations by avoiding an interruption in the supply of equipment and parts necessary for such operations.
74	Skeen Railroad ("Skeen")	$ 19,303.00	Skeen was contracted to perform construction services on the Debtors' railroad construction project. The Debtors believed that Skeen was entitled to a valid lien on work performed in connection with these construction services, and also believed that the value of the property subject to the lien exceeded the amount of Skeen's outstanding prepetition claim. The Debtors submit that delay in completion of the railroad construction project would cause the Debtors to incur significant losses. Prior to receiving payment for their prepetition claim, Skeen threatened to stop performance. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Skeen's prepetition secured claim to avoid delay in completion of the railroad construction project and consequent losses.
75	Smith Overhead Door ("Smith")	$51,294.50	At the time of the Commencement Date, Smith was in possession of equipment of the Debtors with respect to which it was performing repair services. The Debtors believed that Smith held a possessory lien on the equipment, and also believed that the value of such equipment exceeded the amount of Smith's outstanding prepetition claim. Smith refused to release the Debtors' equipment absent payment of its prepetition claim. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Smith's prepetition secured claim to secure the safe return of their property.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
76	South Carolina, Department of Agriculture ("SCDA")	$ 28,876.75	The SCDA performs grading services for the Debtors. For example, the SCDA designates certain of the Debtors' poultry products as Grade A, Grade B, or Grade C. Many of the Debtors' current and potential customers purchase only graded poultry products. The Debtors may lose sales revenue if they do not receive the SCDA's grading services. Certain conversations between representatives of the SCDA and representatives of the Debtors caused the Debtors to fear that the SCDA would stop providing its grading services unless the Debtors paid the SCDA's prepetition claim. Accordingly, the Debtors paid the SCDA's prepetition claim to avoid interruption in the SCDA's grading services and any consequent diminution in sales revenue.
77	Southeastern Mills Inc. ("Southeastern")	$ 1,293,361.59	Southeastern is a single source supplier of ingredients that several of the Debtors' major customers require be used in the production of the prepared chicken products they purchase from the Debtors. The Debtors believe that the process of obtaining customer approval of ingredients from another supplier would take four to six months, while the Debtors would likely consume their current supply of Southeastern's ingredients within two weeks, well before a new supplier could be approved. The Debtors believed that Southeastern may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Southeastern's 503(b)(9) Amount to avoid interruption in the supply of Southeastern's ingredients and any consequent diminution in the Debtors' sales revenue.
78	Specialty Industries Inc. ("Specialty Industries")	$ 474,345.00	Specialty Industries was contracted to perform construction services for the Debtors. The Debtors believed that Specialty Industries was entitled to a valid lien on work performed in connection with these construction services, and also believed that the value of the property subject to the lien exceeded the amount of Specialty Industries's outstanding prepetition claim. Specialty Industries threatened to stop work unless the Debtors paid its outstanding claim. The Debtors submit that delay in completion of the applicable construction project would have caused the Debtors to incur significant losses. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Specialty Industries's prepetition secured claim to avoid delay in completion of the applicable construction project and consequent losses.
79	Stork Gamco	$ 94,219.12	Stork Gamco is an original equipment manufacturer that provides equipment used in the Debtors' chicken processing plants, as well as replacement parts for such equipment. The Debtors have equipped many of their plants with equipment manufactured by Stork Gamco. Such equipment often constitutes a significant investment by the Debtors. Stork Gamco is the only company capable of providing replacement parts for such equipment, which the Debtors require several times a week. Prior to payment of its 503(b)(9) Amount, Stork Gamco restricted trade credit and supply. Accordingly, the Debtors determined it was in the best interests of their estates to pay Simmons's 503(b)(9) Amount to regain favorable trade terms, to preserve the value of the Debtors' investment in equipment purchased from Stork Gamco, and to avoid disruption to their operations by avoiding an interruption in the supply of parts necessary for such equipment to function.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
80	Thiele Technologies ("Thiele")	$ 81,005.34	Theile is an original equipment manufacturer that provides equipment used in the Debtors' chicken processing plants, as well as replacement parts for such equipment. The Debtors have equipped many of their plants with equipment manufactured by Thiele. Such equipment often constitutes a significant investment by the Debtors. Theile is the only company capable of providing replacement parts for such equipment, which the Debtors require on a weekly basis. Prior to payment of its 503(b)(9) Amount, Thiele restricted trade credit. Accordingly, the Debtors determined it was in the best interests of their estates to pay Thiele's 503(b)(9) Amount to regain trade credit, to preserve the value of the Debtors' investment in equipment purchased from Thiele, and to avoid disruption to their operations by avoiding an interruption in the supply of parts necessary for such equipment to function.
81	Top Bread Welding ("TBW")	$85,796.00	TBW was contracted to perform construction services for the Debtors. The Debtors believed that TBW was entitled to a valid lien on work performed in connection with these construction services. Due to conversations with representatives of TBW, the Debtors believed that TBW would not continue to perform its construction services absent payment of its prepetition claim or some portion thereof. The Debtors submit that delay in completion of the applicable construction project would have caused the Debtors to incur significant losses. Accordingly, the Debtors determined that it was in the best interests of their estates to pay TBW's prepetition claim, to the extent that it was likely secured by a lien, to avoid delay in completion of the applicable construction project and consequent losses.
82	Topco Associates LLC ("Topco")	$116,793.96	Topco is a both a supplier and a customer of the Debtors. Topco purchases eggs from the Debtors and supplies the Debtors with the egg cartons for such eggs. Topco will not purchase eggs from the Debtors unless they are cased in cartons supplied by Topco. The Debtors believed that they would lose Topco as a customer if they did not pay Topco's outstanding prepetition claim or some portion thereof. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Topco's 503(b)(9) Amount to retain Topco as a customer.
83	Transouth Industrial ("Transouth")	$507,289.50	Transouth was contracted to perform construction services for the Debtors. The Debtors believed that Transouth was entitled to a valid lien on work performed in connection with these construction services. Due to conversations with representatives of Transouth, the Debtors believed that Transouth would not continue to perform its construction services absent payment of its prepetition claim. The Debtors submit that delay in completion of the applicable construction project would have caused the Debtors to incur significant losses. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Transouth's prepetition claim to avoid delay in completion of the applicable construction project and consequent losses.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
84	Triangle Packaging ("Triangle")	$9,358.45	Triangle is an original equipment manufacturer that provides equipment used in the Debtors' chicken processing plants, as well as replacement parts for such equipment. The Debtors have equipped many of their plants with equipment manufactured by Triangle. Such equipment often constitutes a significant investment by the Debtors. Triangle is often the only company capable of providing replacement parts for such equipment, which the Debtors require on a weekly basis. The Debtors believed that Triangle may have frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined it was in the best interests of their estates to pay Triangle's 503(b)(9) Amount to retain trade credit, to preserve the value of the Debtors' investment in equipment purchased from Triangle, and to avoid disruption to their operations by avoiding an interruption in the supply of equipment and parts necessary for such operations.
85	Virginia Department of Agriculture and Consumer Services (the "VDACS")	$ 61,559.50	The VDACS performs grading services for the Debtors. For example, the VDACS designates certain of the Debtors' poultry products as Grade A, Grade B, or Grade C. Many of the Debtors' current and potential customers purchase only graded poultry products. The Debtors may lose sales revenue if they do not receive the VDACS's grading services. Certain conversations between representatives of the VDACS and representatives of the Debtors caused the Debtors to fear that the VDACS would stop providing its grading services unless the Debtors paid the VDACS's prepetition claim. Accordingly, the Debtors paid the VDACS's prepetition claim to avoid interruption in the VDACS's grading services and any consequent diminution in sales revenue.
86	Unified Foodservice Purchasing Corporation ("UFPC")	$ 234,242.68	UFPC is a both a supplier and an affiliate of one of the Debtors' major customers. UFPC supplies the Debtors with certain ingredients, which the Debtors use to produce prepared food products. UFPC's affiliate then purchases those prepared food products from the Debtors. The Debtors believed that they would lose UFPC's affiliate as a customer if they did not pay UFPC's outstanding prepetition claim or some portion thereof. Accordingly, the Debtors determined that it was in the best interests of their estates to pay UFPC's 503(b)(9) Amount to regain favorable trade terms and to avoid interruption in the supply of UFPC's ingredients and any consequent diminution in the Debtors' sales revenue.
87	United States Department of Agriculture AMS Poultry Programs – Grading Branch ("USDA")	$ 178,723.07	The USDA performs grading services for the Debtors. For example, the USDA designates certain of the Debtors' poultry products as Grade A, Grade B, or Grade C. Many of the Debtors' current and potential customers purchase only graded poultry products. The Debtors may lose sales revenue if they do not receive the USDA's grading services. Certain conversations between representatives of the USDA and representatives of the Debtors caused the Debtors to fear that the USDA would stop providing its grading services unless the Debtors paid the USDA's prepetition claim. Accordingly, the Debtors paid the USDA's prepetition claim to avoid interruption in the USDA's grading services and any consequent diminution in sales revenue.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
88	United States Department of Agriculture Food Safety and Inspection Service (the "FSIS")	$ 728,992.48	The FSIS performs inspection services for the Debtors in the Debtors' prepared foods processing plants. Federal law prohibits the Debtors from operating their plants without regular and frequent inspections. Indeed, a representative of the FSIS is on-sight at the Debtors' plants on a full time basis. Certain conversations between representatives of the FSIS and representatives of the Debtors caused the Debtors to fear that the FSIS would stop providing its inspection services unless the Debtors paid the FSIS's prepetition claim. Accordingly, the Debtors paid the FSIS's prepetition claim to avoid interruption in the FSIS's inspection services and any consequent disruption to the Debtors' operations.
89	Web Electric	$ 65,996.00	Web Electric was contracted to perform construction services for the Debtors. The Debtors believed that Web Electric was entitled to a valid lien on work performed in connection with these construction services, and also believed that the value of the property subject to the lien exceeded the amount of Web Electric's outstanding prepetition claim. Web Electric threatened to stop work unless the Debtors paid its outstanding claim. The Debtors submit that delay in completion of the applicable construction project would have caused the Debtors to incur significant losses. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Web Electric's prepetition secured claim to avoid delay in completion of the applicable construction project and consequent losses.
90	Wild Flavors	$ 71,262.00	Wild Flavors is a single source supplier of ingredients that one of the Debtors' major customers requires be used in the production of the prepared chicken products it purchases from the Debtors. The Debtors believe that it is unlikely that this customer would approve ingredients from any other supplier. Prior to payment of its 503(b)(9) Amount, Wild Flavors refused to sell to the Debtors on credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Wild Flavor's 503(b)(9) Amount to regain trade credit and to avoid interruption in the supply of Wild Flavor's ingredients and any consequent diminution in the Debtors' sales revenue.
91	Williams Construction ("Williams")	$ 4,186.08	Williams was contracted to perform construction services for the Debtors. The Debtors believed that Williams was entitled to a valid lien on work performed in connection with these construction services, and also believed that the value of the property subject to the lien exceeded the amount of Williams's outstanding prepetition claim. Williams threatened to stop work unless the Debtors paid its outstanding claim. The Debtors submit that delay in completion of the applicable construction project would have caused the Debtors to incur significant losses. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Williams's prepetition secured claim to avoid delay in completion of the applicable construction project and consequent losses.

	NAME OF VENDOR	AMOUNT OF CRITICAL VENDOR PAYMENT	BASES FOR PAYMENT
92	Wynn Star	$ 35,048.00	Wynn Star is a single source supplier of ingredients that one of the Debtors' customers requires be used in the production of the prepared chicken products it purchases from the Debtors. The Debtors believe that the process of obtaining customer approval of ingredients from another supplier would take four to six months, while the Debtors would likely consume their current supply of Wynn Star's ingredients within two weeks, well before a new supplier could be approved. Prior to payment of its 503(b)(9) Amount, Wynn Star refused to sell to the Debtors on credit. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Wynn Star's 503(b)(9) Amount to regain trade credit and to avoid interruption in the supply of Wynn Star's ingredients and any consequent diminution in the Debtors' sales revenue.
93	Yamato Corporation ("Yamato")	$ 23,177.70	Yamato is an original equipment manufacturer that provides equipment used in the Debtors' chicken processing plants, as well as replacement parts for such equipment. The Debtors have equipped many of their plants with equipment manufactured by Yamato. Such equipment often constitutes a significant investment by the Debtors. Yamato is often the only company capable of providing replacement parts for such equipment, which the Debtors require on a weekly basis. Due to conversations with representatives of Yamato, the Debtors believed that Yamato would have either frozen supply or restricted trade credit absent payment of its 503(b)(9) Amount. Accordingly, the Debtors determined it was in the best interests of their estates to pay Yamato's 503(b)(9) Amount to retain trade credit, to preserve the value of the Debtors' investment in equipment purchased from Yamato, and to avoid disruption to their operations by avoiding an interruption in the supply of equipment and parts necessary for such operations.
94	Younglove	$ 2,890,623.10	Younglove was contracted to perform construction services for the Debtors in connection with the Debtors' construction of a grain receiving, storage and processing facility in Alabama. The Debtors believed that Younglove was entitled to a valid lien on work performed in connection with these construction services, and also believed that the value of the property subject to the lien exceeded the amount of Younglove's outstanding prepetition claim. Younglove threatened to stop work unless the Debtors paid its outstanding claim. The Debtors submit that delay in completion of the applicable construction project would have caused the Debtors to incur significant losses. Accordingly, the Debtors determined that it was in the best interests of their estates to pay Younglove's prepetition secured claim to avoid delay in completion of the applicable construction project and consequent losses.
	Total	**$ 32,126,743.20**	