U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

MAY 18 2009

D. Michael Lynn
U.S. Bankruptcy Judge

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**

ORDER PURSUANT TO SECTIONS 105(a) AND 363 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6004 AND 9014 (i) AUTHORIZING THE SALE OF PFS DISTRIBUTION COMPANY'S DISTRIBUTION CENTER IN PLANT CITY, FLORIDA, FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES; AND (ii) APPROVING THE ASSET PURCHASE AGREEMENT
("Plant City Sale Order")
(Relates to Docket No. 1275)

Upon the motion, dated March 21, 2009 (the "Motion"), of Pilgrim's Pride Corporation and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and

debtors in possession (collectively, the "Debtors"),[1] seeking an order (i) authorizing the Debtors' to sell the Plant City Property,[2] pursuant to and as described in the Asset Purchase Agreement (as has been or may be amended, the "Agreement"), dated as of May 13, 2009 among the Debtors, as Seller ("Seller") and New Southern Food Distributors, Inc., as Purchaser ("Purchaser"), which is annexed hereto as Exhibit 1, free and clear of all liens, claims and encumbrances (as hereinafter defined, "Interests"), with such Interests to transfer, affix and attach to the proceeds of the Sale, all as more fully set forth in the Motion; and (ii) approving the Agreement; and the Court having entered an Order, dated April 14, 2009 (the "Bidding Procedures Order") pursuant to sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 6004 and 9014 of the Bankruptcy Code establishing Bidding Procedures with respect to the Sale; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their creditors, and their estates; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

[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] Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. As evidenced by the affidavits of service previously filed with the Court (i) proper, timely, adequate and sufficient notice of the Motion and the Sale Hearing has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 9014, the Bidding Procedures Order and the Agreement, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, or the Sale is or shall be required.

D. Each Debtor (i) has full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the Sale of the Plant City Property by the Debtors has been duly and validly authorized by all necessary corporate action of each of the Debtors, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Agreement, (iii) has taken all corporate action necessary to authorize and approve the Agreement and the consummation by such Debtors of the transactions contemplated thereby, and (iv) no consents or approvals, other than those expressly provided for in the Agreement, are required for the Debtors to consummate such transactions.

E. Sound business reasons exist for the Sale pursuant to the Agreement. Entry into the Agreement and consummation of the transactions contemplated thereby constitute the

exercise by the Debtors of sound business judgment and such acts are in the best interests of the Debtors, their estates and creditors. The Court finds that the Debtors have articulated good and sufficient business reasons justifying the Sale pursuant to sections 105 and 363 of the Bankruptcy Code. Such business reasons include, but are not limited to, the fact that the Agreement constitutes the highest or best offer for the Plant City Property.

F. The Agreement and the transactions contemplated by the Agreement were negotiated and have been and are undertaken by Seller and Purchaser at arms'-length, without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Auction conducted in accordance with the Bidding Procedures Order on May 13, 2009, at which Purchaser was declared the highest and/or best bidder, was conducted in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Seller and Purchaser are entitled to the protections of section 363(m) of the Bankruptcy Code. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Agreement to be avoided under section 363(n) of the Bankruptcy Code.

G. The consideration provided by the Purchaser for the Plant City Property is the highest or otherwise best offer received by the Debtors and is fair and reasonable. A sale of the Plant City Property other than one free and clear of Interests (as defined below) would impact materially and adversely on the Debtors' estates, will yield substantially less value for the Debtors' estates, with less certainty than the available alternatives and thus the alternative would be of substantially less benefit to the estates of the Debtors. Therefore, the Sale contemplated by the Agreement is in the best interests of the Debtors and their estates, creditors and other parties in interest.

H. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the U.S. Trustee; (ii) counsel to the committee of unsecured creditors; (iii) counsel to the Debtors' prepetition secured lenders; and (iv) counsel to the Agent to the Debtors' postpetition lenders.

I. The Purchaser is not an "insider" of any of the Debtors, as that term is defined in section 101 of the Bankruptcy Code.

J. The transfer of the Plant City Property to the Purchaser will be a legal, valid, and effective transfer of the Plant City Property, and will vest the Purchaser with all right, title, and interest of the Debtors to the Plant City Property free and clear of all Interests, including, but not limited to, those (A) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtors' or the Purchaser's interest in the Plant City Property, or any similar rights, (B) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Plant City Property prior to the Closing, and (C) (i) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership and (ii) all debts arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these cases pursuant to chapter 11 of the Bankruptcy Code, and whether imposed by

agreement, understanding, law, equity or otherwise, including but not limited to claims otherwise arising under doctrines of successor liability (collectively, "Interests").

K. The Debtors may sell the Plant City Property free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests and which did not object, or which withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest.

BASED ON THE PRECEDING, IT IS:

ORDERED that the Motion is granted (to the extent not already approved or denied in the Bidding Procedures Order); and it is further

ORDERED that all objections and responses concerning the Motion are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing and to the extent any such objection or response was not otherwise withdrawn, waived, or settled, they are, and all reservations of rights or relief requested therein, are overruled and denied; and it is further

ORDERED that the Agreement, and all of the terms and conditions thereof, is approved; and it is further

ORDERED that pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized and directed to perform their obligations under and comply with the terms of the

Agreement, and consummate the Sale, pursuant to and in accordance with the terms and conditions of the Agreement; and it is further

ORDERED that the Debtors are authorized to execute and deliver, and empowered to perform under, consummate and implement, the Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement, and to take all further actions as may be reasonably required for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Plant City Property, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement, including but not limited to, the payment of those brokers commissions outlined in the Motion; three percent (3%) to the Debtors' broker, Coldwell Banker Commercial Division, and three percent (3%) to Purchaser's broker, John Wood Realty Referral, Inc., out of the proceeds of the sale; and it is further

ORDERED that except as expressly permitted or otherwise specifically provided for in the Agreement or this Order, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Plant City Property shall be transferred to the Purchaser, and upon Closing shall be, free and clear of all Interests of any kind or nature whatsoever with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Plant City Property, subject to any claims and defenses the Debtors (or the Creditors' Committee, in accordance with the order of this Court, entered December 30, 2008, authorizing the Debtors to enter into postpetition financing [Docket No. 396]) may possess with respect thereto; and it is further

ORDERED that nothing in the Order or the Agreement shall be construed to release or nullify any liability to any governmental entity under police or regulatory requirements

that any entity would be subject to as the owner or operator of property after the date of entry of this Order; and it is further

ORDERED that the transfer of the Plant City Property to the Purchaser pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Plant City Property, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Plant City Property free and clear of all Interests of any kind or nature whatsoever; and it is further

ORDERED that if any Person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests in the Debtors or the Plant City Property shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the Person or entity has with respect to the Debtors or the Plant City Property or otherwise, then (a) the Debtors are authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the Person or entity with respect to the Plant City Property and (b) the Purchaser is authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Plant City Property of any kind or nature whatsoever; and it is further

ORDERED that except as provided in the Agreement or this Order, after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to any assumed liabilities and all holders of such claims are forever barred and estopped from asserting such claims against the Debtors, their successors or assigns, their property or their assets or estates; and it is further

ORDERED that each and every federal, state, and local governmental agency or department is directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement; and it is further

ORDERED that this Court retains jurisdiction to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Plant City Property to the Purchaser, (b) compel delivery of the purchase price or performance of other obligations owed to the Debtors, (c) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, and (d) interpret, implement, and enforce the provisions of this Order; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Agreement or this Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter; and it is further

ORDERED that the transactions contemplated by the Agreement are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale of the Plant City Property to the Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Plant City Property, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code; and it is further

ORDERED that the terms and provisions of the Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, the Purchaser, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting an Interest in the Plant City Property to be sold to the Purchaser pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity or other fiduciary under any section of any chapter of the Bankruptcy Code or, as to which trustee(s), party, entity or other fiduciary such terms and provisions likewise shall be binding; and it is further

ORDERED that the provisions of this Order and the terms and conditions of the Agreement, shall be binding upon, fully enforceable against and inure to the benefit of any trustee, responsible officer or other fiduciary appointed in any of the chapter 11 cases under any section of the Bankruptcy Code or any applicable law. Such binding effect is an integral part of this Order; and it is further

ORDERED that the failure specifically to include any particular provisions of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety; and it is further

ORDERED that the Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates; and it is further

ORDERED that the provisions of this Order are nonseverable and mutually dependent; and it is further

ORDERED that nothing in this Order nor any action taken by the Debtors in furtherance of the implementation hereof shall be deemed an approval of the assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; and it is further

ORDERED that nothing in this Order shall impair the ability of the Debtors or appropriate party in interest to contest any claim of any creditor pursuant to applicable law or otherwise dispute, contest, setoff, or recoup any claim, or assert any rights, claims or defenses related thereto; and it is further

ORDERED that the stay otherwise in effect under Bankruptcy Rule 6004 is hereby waived, and this Order shall be effective immediately upon entry thereof; and it is further

ORDERED that this Court hereby retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

END OF ORDER # #

EXHIBIT 1 to Sale Order

Asset Purchase Agreement

Filename: 16q6@02!.DOC
Directory: G:\DATA\NY2\ZIGMANA\MISC
Template: C:\Documents and Settings\mcgeee\Application Data\Microsoft\Templates\Normal.dot
Title: IN THE UNITED STATES BANKRUPTCY COURT
Subject: DocsOpen Loc:G:\DATA\NY2\ZIGMANA\MISC\16q6@02!.DOC
Author: ZIGMANA
Keywords: DocsOpen Name: 16q6@02!.DOC
Comments:
Creation Date: 5/15/2009 11:51 AM
Change Number: 8
Last Saved On: 5/15/2009 3:11 PM
Last Saved By: kay
Total Editing Time: 19 Minutes
Last Printed On: 5/15/2009 3:36 PM
As of Last Complete Printing
Number of Pages: 12
Number of Words: 3,138 (approx.)
Number of Characters: 16,099 (approx.)

ASSET PURCHASE AGREEMENT

BETWEEN

PFS DISTRIBUTION COMPANY

AND

NEW SOUTHERN FOOD DISTRIBUTORS, INC.

Dated as of May 13, 2009

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of May 13, 2009 (this "Agreement"), between PFS Distribution Company, a Delaware corporation ("Seller"), and New Southern Food Distributors, Inc., a Florida corporation ("Purchaser").

W I T N E S S E T H·

WHEREAS, Seller and certain of its affiliates (collectively, the "Debtors") are debtors-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), and filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on December 1, 2008, in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") (Case No. 08-45664 (DML)) (the "Bankruptcy Case");

WHEREAS, 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;

WHEREAS, Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to purchase, acquire and assume from Seller, pursuant to Sections 363 and 365 of the Bankruptcy Code, of the Property as more specifically provided herein; and

WHEREAS, certain terms used in this Agreement are defined in Section 1.1;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1 1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means any written contract, indenture, note, bond, lease or other agreement

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"IRS" means the Internal Revenue Service.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation.

"Legal Proceeding" means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

"Liability" means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto.

"Lien" means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement or encumbrance.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

"Permits" means any approvals, authorizations, consents, licenses, permits or certificates of a Governmental Body

"Permitted Exceptions" means (a) all defects, exceptions, restrictions, easements, rights of way and encumbrances disclosed in policies of title insurance which have been made available to Purchaser; (b) statutory liens for current Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings provided an appropriate reserve is established therefor; (c) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the ordinary course of business; (d) zoning, entitlement and other land use and environmental regulations by any Governmental Body provided that such regulations have not been violated; (e) title of a lessor under a capital or operating lease; and (f) such other imperfections in title, charges, easements, restrictions and encumbrances which would not result in a material adverse effect on the transaction contemplated by this Agreement.

"Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Sale Motion" means the motion or motions of Seller, in form and substance reasonably acceptable to Purchaser and Seller, seeking approval and entry of the Sale Order.

"Sale Order" shall be an order or orders of the Bankruptcy Court in form and substance reasonably acceptable to Purchaser and Seller approving this Agreement and all of the terms and conditions hereof, and approving and authorizing Seller to consummate the transactions contemplated hereby. Without limiting the generality of the foregoing, such order

shall find and provide, among other things, that (a) the Property sold to Purchaser pursuant to this Agreement shall be transferred to Purchaser free and clear of all Liens (other than Liens created by Purchaser and Permitted Exceptions) and claims, such Liens and claims to attach to the Purchase Price; (b) Purchaser has acted in "good faith" within the meaning of Section 363(m) of the Bankruptcy Code; (c) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm's length bargaining positions; (iv) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach hereof as provided in Section 11.3 hereof; and (v) this Agreement and the transactions contemplated hereby may be specifically enforced against and binding upon, and not subject to rejection or avoidance by, Seller or any chapter 7 or chapter 11 trustee of Seller.

"Tax Authority" means any state or local government, or agency, instrumentality or employee thereof, charged with the administration of any law or regulation relating to Taxes.

"Taxes" means (a) all federal, state, local or foreign taxes, charges or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, and (b) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (i).

"Tax Return" means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes.

1.2 Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

Term	Section
Bankruptcy Case	Recitals
Bankruptcy Court	Recitals
Closing	3.1
Closing Date	3.1
Escrow Agent	2.3
Escrowed Funds	2.3
Expenses	11.2(a)
Lenders' Consent	4.2
Pilgrim's	4.2
Property	2.1
Purchase Price	2.2
Purchaser	Recitals
Seller	Recitals
Termination Date	3.4(a)
Transfer Taxes	10.1

1.3 Other Definitional and Interpretive Matters

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one schedule shall be deemed to have been disclosed on each other schedule. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS; CONSIDERATION

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall purchase, acquire and accept from Seller, and Seller shall sell, transfer, assign, convey and deliver to Purchaser all of Seller's right, title and interest in and to the property located at 1702 Jim Johnson Road Plant City, FL 33563, an improved property with a vacant building of approximately 56,000.00 square feet, together with all improvements, fixtures and other appurtenances thereto and all storage racks therein and rights in respect thereof (the "Property").

2.2 Consideration. The aggregate consideration for the Property shall be an amount in cash equal to $2,570,000 (the "Purchase Price").

2.3 Purchase Price Deposit. Purchaser acknowledges that is has deposited with Weil Gotshal & Manges, LLP in its capacity as escrow agent (the "Escrow Agent") the sum of two hundred fifteen thousand dollars ($215,000) by wire transfer of immediately available funds (the "Escrowed Funds"), to be released by the Escrow Agent and delivered to either Purchaser or Seller as set forth below. The Escrowed Funds (together with all accrued investment income thereon) shall be distributed as follows:

(a) if the Closing shall occur, the Escrowed Funds shall be applied toward the Purchase Price payable by Purchaser to Seller under Section 2.4 hereof and all accrued investment income thereon shall be delivered to Purchaser at the Closing;

(b) if this Agreement is terminated by Seller pursuant to Section 3.4(f), the Escrowed Funds, together with all accrued investment income thereon, shall be delivered to Seller; or

(c) if this Agreement is terminated for any reason other than by Seller pursuant to Section 3.4(f), the Escrowed Funds, together with all accrued investment income thereon, shall in each case be returned to Purchaser

2.4 Payment of Purchase Price. On the Closing Date, Purchaser shall pay the Purchase Price (less the Escrowed Funds) to Seller, which shall be paid by wire transfer of immediately available funds into an account designated by Seller.

ARTICLE III

CLOSING AND TERMINATION

3 1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 8.1, 8 2 and 8.3 hereof (or the waiver thereof by the party entitled to waive that condition), the closing of the purchase and sale of the Property provided for in Article II hereof (the "Closing") shall take place at the offices of Baker & McKenzie LLP, 2001 Ross Avenue, Suite 2300, Dallas, Texas 75201 (or at such other place as the parties may designate in writing) on the date that is two (2) business days following the satisfaction or waiver of the conditions set forth in Article VIII (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by the parties hereto. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date." Unless otherwise agreed by the parties in writing, the Closing shall be deemed effective and all right, title and interest of Seller to be acquired by Purchaser hereunder shall be considered to have passed to Purchaser as of 12:01 a.m. (Eastern time) on the Closing Date.

3.2 Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser:

(a) a duly executed Quit-Claim Deed in the form of Exhibit B hereto; and

(b) all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Purchaser, as may be necessary to convey the Property to Purchaser.

3 3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller.

(a) the Purchase Price (less the Escrowed Funds), in immediately available funds, as set forth in Section 2.4 hereof; and

(b) such other documents, instruments and certificates as Seller may reasonably request.

3.4 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by Purchaser or Seller, if the Closing shall not have occurred by the close of business on July 3, 2009 (the "Termination Date"); provided, however, that, if the Closing shall not have occurred due to the failure of the Bankruptcy Court to enter the Sale Order or the conditions to Closing set forth in Section 8.3 remain unsatisfied or not waived and if all other conditions to the respective obligations of the parties to close hereunder that are capable of being fulfilled by the Termination Date shall have been so fulfilled or waived, then no party may terminate this Agreement prior to July 3, 2009, provided, further, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or Seller, then the breaching party may not terminate this Agreement pursuant to this Section 3.4(a);

(b) by mutual written consent of Seller and Purchaser;

(c) by Purchaser, if any of the conditions to the obligations of Purchaser set forth in Sections 8.1 and 8.3 shall have become incapable of fulfillment other than as a result of a breach by Purchaser of any covenant or agreement contained in this Agreement, and such condition is not waived by Purchaser;

(d) by Seller, if any condition to the obligations of Seller set forth in Sections 8.2 and 8.3 shall have become incapable of fulfillment other than as a result of a breach by Seller of any covenant or agreement contained in this Agreement, and such condition is not waived by Seller;

(e) by Purchaser, if there shall be a breach by Seller of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 8.1 or 8.3 and which breach cannot be cured or has not been cured by the earlier of (i) twenty (20) business days after the giving of written notice by Purchaser to Seller of such breach and (ii) the Termination Date;

(f) by Seller, if there shall be a breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 8.2 or 8.3 and which breach cannot be cured or has not been cured by the earlier of (i) twenty (20) business days after the giving of written notice by Seller to Purchaser of such breach and (ii) the Termination Date; or

(g) by Seller or Purchaser if there shall be in effect a final nonappealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise

prohibiting the consummation of the transactions contemplated hereby; it being agreed that the parties hereto shall promptly appeal any adverse determination which is not nonappealable (and pursue such appeal with reasonable diligence)

3.5 Procedure Upon Termination In the event of termination and abandonment by Purchaser or Seller, or both, pursuant to Section 3.4 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Property hereunder shall be abandoned, without further action by Purchaser or Seller If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

3 6 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Purchaser or Seller; provided, however, that the obligations of the parties set forth in Article XI hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 3.6 shall relieve Purchaser or Seller of any liability for a breach of this Agreement prior to the date of termination, provided that Seller's liability hereunder for any and all such breaches shall be capped at an amount equal to Purchaser's reasonable out-of-pocket expenses up to an aggregate amount of $5,000. The damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that.

4.1 Organization and Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

4.2 Authorization; Binding Effect . Except for such authorization as is required by (a) the Bankruptcy Court (as hereinafter provided for) and (b) the lenders of Pilgrim's Pride Corporation ("Pilgrim's"), the sole stockholder of Seller, as required under the Amended and Restated Post-Petition Credit Agreement dated December 31, 2008 among Pilgrim's, as borrower, certain subsidiaries of Pilgrim's, as guarantors, Bank of Montreal, as agent, and the lenders party thereto, (the "Lenders' Consent"), Seller has all requisite power, authority and legal capacity to execute and deliver this Agreement and Seller has all requisite power, authority and legal capacity to execute and deliver each other agreement, document, or instrument or certificate contemplated by this Agreement or to be executed by Seller in connection with the consummation of the transactions contemplated by this Agreement, to perform its obligations hereunder and thereunder

and to consummate the transactions contemplated hereby and thereby The execution and delivery of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement has been, and each of the other agreements contemplated hereby to which Seller is a party will be at or prior to the Closing, duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery of each such agreement by the other parties hereto and thereto and the entry of the Sale Order) this Agreement constitutes, and each of the other agreements contemplated hereby when so executed and delivered will constitute, legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.3 Conflicts; Consents of Third Parties.

None of the execution and delivery by Seller of this Agreement or the other agreements contemplated hereby, the consummation of the transactions contemplated hereby or thereby, or compliance by Seller with any of the provisions hereof or thereof will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) the certificate of incorporation and bylaws or comparable organizational documents of Seller; (ii) subject to entry of the Sale Order and the Lenders' Consent, any Contract or Permit to which Seller is a party or by which any of the properties or assets of Seller are bound; (iii) subject to entry of the Sale Order, any Order of any Governmental Body applicable to Seller or any of the properties or assets of Seller as of the date hereof; or (iv) subject to entry of the Sale Order, any applicable Law, other than, in the case of clauses (ii), (iii) and (iv), such conflicts, violations, defaults, terminations or cancellations that would not have a material adverse effect on the transaction contemplated by this Agreement.

No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Seller in connection with the execution and delivery of this Agreement or the other agreements contemplated hereby, the compliance by Seller with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby or the taking by Seller of any other action contemplated hereby or thereby, except for (i) the entry of the Sale Order, (ii) the Lenders' Consent and (iii) such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications, the failure of which to obtain or make would not have a material adverse effect on the transaction contemplated by this Agreement.

4.4 Title to Property. Seller owns the Property, and Purchaser will be vested with marketable or indefeasible title to such Property, free and clear of all Liens except for Permitted Exceptions to the fullest extent permissible under Section 363(f) of the Bankruptcy Code.

4.5 Litigation. There are no Legal Proceedings pending or, to the knowledge of Seller, threatened, against Seller at law or in equity, before or by any federal, state, municipal or other

governmental instrumentality that could reasonably be expected to have a materially adverse effect on Seller's ability to consummate the transactions contemplated by this Agreement

4.6 Brokers; Financial Advisors. Except for David McCarthy, who is an agent of Coldwell Banker and who will be compensated by Seller pursuant to a listing agreement subject to approval by the Bankruptcy Court and Seller's lenders, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Seller in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment from Purchaser in respect thereof

4 7 No Other Representations or Warranties. Except for the representations and warranties contained in this Article IV, neither Seller nor any other Person makes any other express or implied representation or warranty with respect to Seller or the Property or the transactions contemplated by this Agreement, and Seller disclaims any other representations or warranties, whether made by Seller, any Affiliate of Seller or any of their respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in Article IV hereof, Seller (i) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Property (including any implied or expressed warranty of merchantability or fitness for a particular purpose) and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any director, officer, employee, agent, consultant, or representative of Seller or any of its Affiliates).

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that:

5.1 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

5.2 Authorization; Binding Effect Purchaser has full corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Purchaser in connection with the consummation of the transactions contemplated hereby and thereby and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of this Agreement and each other agreement contemplated hereby have been duly authorized by all necessary corporate action on behalf of Purchaser. This Agreement has been, and each other agreement contemplated hereby will be at or prior to the Closing, duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto and the entry of the Sale Order) this Agreement constitutes, and each other agreement contemplated hereby when so executed and delivered will constitute, the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance

with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity)

5.3 Effect of Agreement.

None of the execution and delivery by Purchaser of this Agreement or the other documents contemplated hereby, the consummation of the transactions contemplated hereby or thereby, or the compliance by Purchaser with any of the provisions hereof or thereof will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) the certificate of incorporation and by-laws of Purchaser, (ii) any Contract or Permit to which Purchaser is a party or by which Purchaser or its properties or assets are bound or (iii) any Order of any Governmental Body applicable to Purchaser or by which any of the properties or assets of Purchaser are bound or (iv) any applicable Law

5.4 Litigation. There are no Legal Proceedings pending or, to the knowledge of Purchaser, threatened, against Purchaser at law or in equity, before or by any federal, state, municipal or other governmental instrumentality that could reasonably be expected to have a materially adverse effect on Purchaser 's ability to consummate the transactions contemplated by this Agreement.

5.5 Broker; Financial Advisors. Other than John Wood Realty, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Purchaser in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

5 6 Financial Capability Purchaser (i) has, and at the Closing will have, sufficient internal funds (without giving effect to any unfunded financing regardless of whether any such financing is committed) available to pay the Purchase Price and any expenses incurred by Purchaser in connection with the transactions contemplated by this Agreement, (ii) has, and at the Closing will have, the resources and capabilities (financial or otherwise) to perform its obligations hereunder, and (iii) has not incurred any obligation, commitment, restriction or Liability of any kind, which would impair or adversely affect such resources and capabilities.

5.7 Condition of the Property. **Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Seller is not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Seller in Article IV hereof, and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Property is being transferred on a "where is" and, as to condition, "as is" basis.** Any claims Purchaser may have for breach of representation or warranty shall be based solely on the representations and warranties of Seller set forth in Article IV hereof. Purchaser further represents that neither Seller nor any of its Affiliates nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Seller, the Property or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and none of Seller, any

of its Affiliates or any other Person will have or be subject to any liability to Purchaser or any other Person resulting from the distribution to Purchaser or its representatives or Purchaser's use of, any such information relating to the Property or any other document or information in any form provided to Purchaser or its representatives in connection with the sale of the Property contemplated hereby. Purchaser acknowledges that it has conducted to its satisfaction, its own independent investigation of the Property and, in making the determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied on the results of its own independent investigation

ARTICLE VI

BANKRUPTCY COURT MATTERS

6.1 Approvals. This Agreement is subject to (a) the approval and authorization of the Bankruptcy Court and (b) the Lenders Consent.

6.2 Bankruptcy Court Filings. As promptly as practicable following the execution of this Agreement, Seller shall file with the Bankruptcy Court the Sale Motion seeking entry of the Sale Order. Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. Purchaser shall not, without the prior written consent of Seller, file, join in, or otherwise support in any manner whatsoever any motion or other pleading relating to the sale of the Property hereunder. In the event the entry of the Sale Order shall be appealed, Seller and Purchaser shall use their respective reasonable efforts to defend such appeal.

ARTICLE VII

COVENANTS

7.1 Access to the Property. Seller agrees that, prior to the Closing Date, Purchaser shall be entitled, through its officers, employees and representatives, to make such investigation of the Property as it reasonably requests. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances and shall be subject to restrictions under applicable Law Seller shall cause the officers, employees, consultants, agents, accountants, attorneys and other representatives of Seller to cooperate with Purchaser and Purchaser's representatives in connection with such investigation and examination, and Purchaser and its representatives shall cooperate with Seller and its representatives.

7.2 Further Assurances. Each of Seller and Purchaser shall use its commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and (b) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.

ARTICLE VIII

CONDITIONS TO CLOSING

8.1 Conditions Precedent to Obligations of Purchaser The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Seller set forth in this Agreement shall be true and correct at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, however, that in the event of a breach of a representation or warranty other than a representation or warranty qualified by material adverse effect, the condition set forth in this Section 8.1(a) shall be deemed satisfied unless the effect of all such breaches of representations and warranties taken together result in a material adverse effect on the transaction contemplated by this Agreement;

(b) Seller shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date, provided, that the condition set forth in this Section 8.1(b) shall be deemed satisfied unless such failures to so perform or comply taken together result in a material adverse effect on the transaction contemplated by this Agreement; and

(c) Seller shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 3.2.

8.2 Conditions Precedent to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Seller in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Purchaser set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, at and as of the Closing Date as though made on the Closing Date, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date);

(b) Purchaser shall have performed and complied in all respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date;

(c) Purchaser shall have delivered, or caused to be delivered, to Seller all of the items set forth in Section 3.3; and

(d) Seller shall have received the Lenders' Consent

8.3 Conditions Precedent to Obligations of Purchaser and Seller The respective obligations of Purchaser and Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Seller in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; and

(b) the Bankruptcy Court shall have entered the Sale Order [and any stay period applicable to the Sale Order shall have expired or shall have been waived by the Bankruptcy Court] whether or not any period for appeal thereof has elapsed.

8 4 Frustration of Closing Conditions. Neither Seller nor Purchaser may rely on the failure of any condition set forth in Section 8.1, 8 2 or 8.3, as the case may be, if such failure was caused by such party's failure to comply with any provision of this Agreement.

ARTICLE IX

NO SURVIVAL AND INDEMNIFICATION

9.1 No Survival of Representations and Warranties. The parties hereto agree that the representations and warranties contained in this Agreement shall not survive the Closing hereunder, and none of the parties shall have any liability to each other after the Closing for any breach thereof. The parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive the Closing hereunder, and each party hereto shall be liable to the other after the Closing for any breach thereof.

ARTICLE X

TAXES

10.1 Transfer Taxes. Purchaser shall be responsible for (and shall indemnify and hold harmless Seller and its directors, officers, employees, Affiliates, agents, successors and permitted assigns against) any sales, use, value added, excise, gross receipts, stamp, documentary stamp, filing, recording, transfer or similar fees or taxes or governmental charges (including any interest and penalty thereon) payable in connection with the transactions contemplated by this Agreement ("Transfer Taxes"). To the extent that any Transfer Taxes are required to be paid by Seller (or such Transfer Taxes are assessed against Seller), Purchaser shall promptly reimburse Seller, as applicable, for such Transfer Taxes. Seller and Purchaser shall cooperate and consult with each other prior to filing any Tax Returns in respect of Transfer Taxes; provided, however, Seller may initially pay any Transfer Taxes (for which Purchaser shall promptly reimburse Seller). Seller and Purchaser shall cooperate and otherwise take commercially reasonable efforts to obtain any available refunds for Transfer Taxes.

10.2 Prorations. All real and personal property Taxes or similar ad valorem obligations levied with respect to the Property for any taxable period that includes the Closing Date and ends

after the Closing Date, whether imposed or assessed before or after the Closing Date, shall be prorated between Seller and Purchaser as of 12:01 a.m. (Eastern time) on the Closing Date. If any Taxes subject to proration are paid by Purchaser, on the one hand, and Seller, on the other hand, the proportionate amount of such Taxes paid (or in the event of a refund of any portion of such Taxes previously paid is received, such refund) shall be paid promptly by (or to) the other after the payment of such Taxes (or promptly following the receipt of any such refund). The parties hereto understand and agree that all utility accounts will be read as of 12:01 a.m. (Eastern time) on the Closing Date. Seller shall be responsible for all utility charges accruing up to that time and Purchaser shall be responsible for all utility charges accruing thereafter.

ARTICLE XI

MISCELLANEOUS

11.1 Expenses. Except as otherwise provided in this Agreement, each of Seller and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

11.2 Injunctive Relief. Damages at law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any party hereto shall be entitled to injunctive relief with respect to any such breach, including without limitation specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 11.2 shall be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

11.3 Submission to Jurisdiction; Consent to Service of Process.

(a) Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 11.7 hereof; provided, however, that if the Bankruptcy Case has closed, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the state or federal courts located in New Castle County, Delaware and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 11.7.

11.4 Waiver of Right to Trial by Jury. Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof

11.5 Entire Agreement; Amendments and Waivers. This Agreement (including any schedules and exhibits hereto) and the documents contemplated hereby represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.6 Governing Law. This Agreement and any disputes, claims or controversies arising hereunder or related to this Agreement, the transactions contemplated hereby or the conduct of the parties in connection therewith will be governed, construed and interpreted according to the laws of the State of Delaware, excluding its choice of law rules that would apply any other law.

11 7 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by facsimile (with written confirmation of transmission) or (iii) one business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to Seller, to:

PFS Distribution Company
4840 US Highway 271 North
Pittsburg, TX 75686
Attention: Joe Nears
Telecopy: (903) 855-4934

With a copy (which shall not constitute notice) to:

Baker & McKenzie, LLP

2300 Trammell Crow Center
2001 Ross Avenue
Dallas, TX 75201
Fax: (214) 978-3099
Attention: Alan G. Harvey

With a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Facsimile: (212) 310-8007
Attention: Vicky Vron

If to Purchaser, to:

New Southern Food Distributors, Inc.
701 SW 33d Ave
Ocala, FL 34474

With a copy to:

Hing Kong
1503 Turkey Creek Rd.
Plant City, FL 33527

11.8 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

11.9 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Seller or Purchaser (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such

permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

SELLER:

PFS DISTRIBUTION COMPANY

By: _____
Name: William L Snyder
Title: CRO

PURCHASER:

By: _____
Name. HING KONG
Title: DIRECTOR

FOR NEW SOUTHERN (FOOD) DISTRIBUTORS, INC

This Instrument Prepared by
and Return to:
Sarah H. Winston
Baker & McKenzie LLP
130 East Randolph
Suite 3500
Chicago, Illinois 60601

Property Appraisers Parcel ID Number:
205160 0654

QUIT-CLAIM DEED - CORPORATION

THIS QUIT-CLAIM DEED, executed this ____ day of May, 2009, by PFS DISTRIBUTION COMPANY, whose post office address is Post Office Box 93, 4845 Highway 271 North, Pittsburg, Texas 75686, a Delaware corporation, ("Grantor"), to _____, a _____ corporation, whose post office address is _____, ("Grantee"):

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in County of Hillsborough, State of Florida, to wit

Lot 2, Don Roberts Industrial Subdivision, according to the map or plat thereof as recorded in Plat Book 96, Page 63, public records of Hillsborough County, Florida.

Also described as follows:

The East 20 feet of the North 310 feet of the South 773 feet of the SW ¼ of the SW ¼ of Section 34, Township 28 South, Range 22 East, Less right of way for Park Road and Jim Johnson Road, Hillsborough County, Florida

and

The North 310 feet of the South 773 feet of the SW ¼ of the SW ¼ of Section 34, Township 28 South, Range 22 East, Hillsborough County, Florida, less the East 20.00 feet thereof, and less right of way for Jim Johnson Road and Park Road.

TOGETHER WITH a 15.00 feet wide drainage easement being 7.5 feet wide each side of the following described center line; commence at the Southeast corner of the North 310 feet of the South 773 feet of the SW ¼ of the SW ¼ of Section 34; thence proceed N. 89°58'20"W., parallel with the South line of said SW ¼ of the SW ¼ a distance of 282.73 feet for a point of beginning, from which proceed along said centerline S. 0746'23"E., for 85 99 feet; thence S. 2521'53"E , for 65.58 feet to a point of terminus.

This property is not now nor ever has been the homestead property of the Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

PFS DISTRIBUTION COMPANY,
a Delaware corporation

_____ By:_____
(signature)
Name._____
Name._____ Title:_____
(print)

_____
(signature)
Name _____
(print)

STATE OF_____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of May, 2009, by _____, as _____ of PFS Distribution Company, a Delaware corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign_____

Print_____
State of _____ (Seal)
My Commission Expires.

CERTIFICATE OF NOTICE

District/off: 0539-4 User: jalexande Page 1 of 1 Date Rcvd: May 19, 2009
Case: 08-45664 Form ID: pdf012 Total Served: 1

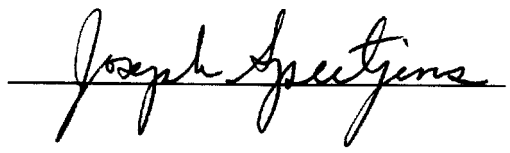
The following entities were served by first class mail on May 21, 2009.
aty +Stephen A. Youngman, Weil, Gotshal & Manges, 200 Crescent Court, Suite 300, Dallas, TX 75201-6903

The following entities were served by electronic transmission.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 21, 2009 **Signature:**