

Exhibit A

(Letter Agreement)



October 21, 2009

¶ BY MAIL, EMAIL AND/OR FACSIMILE

Equastone Stemmons Place, LLC
350 Interlocken Blvd. Ste. 200
Broomfield, CO 800213462

**Re: Agreement to Extend Debtors'
Time to Assume or Reject Lease**

Dear Sirs:

Reference is made herein to that certain lease of real property located at 2777 Stemmons Freeway, Dallas, Texas, dated September 24, 1993 (the "Lease"). As you are aware, on December 1, 2008, Pilgrim's Pride Corporation ("PPC") and its affiliated debtors (collectively, the "Debtors")¹ commenced cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court"), which are being jointly administered under the caption *In re Pilgrim's Pride Corporation, et al.*, Case No. 08-45664 (the "Bankruptcy Cases").

As you are also aware, the Bankruptcy Court entered an order on March 26, 2009 extending the time within which the Debtors may assume or reject the Debtors' non-residential real property leases to the earlier of (i) June 29, 2009 or (ii) the effective date of a confirmed chapter 11 plan. Section 365(d)(4)(B)(ii) of the Bankruptcy Code provides that the Court may further extend the time within which the Debtors may assume or reject a particular lease of nonresidential real property with the written consent of the applicable lessor.

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.

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The Debtors and Equastone Stemmons Place, LLC, a Delaware limited liability company (the "Lessor," and, together with the Debtors, the "Parties") agreed on June 4, 2009 to extend the time within which the Debtors may assume or reject the Lease to October 31, 2009.

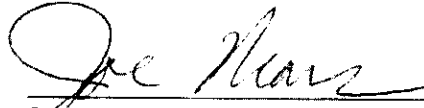
The Lessor has agreed to further extend the time within which the Debtors may assume or reject the Lease. Specifically, the Parties hereby agree as follows:

1. The time within which the Debtors may assume or reject the Lease is extended to and includes the earlier of (i) December 31, 2009 or (ii) the effective date of a confirmed chapter 11 plan.
2. Nothing in this Letter Agreement shall be deemed or construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any party in interest's rights to dispute any claim, or (iii) the assumption or rejection of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code.
3. All time periods set forth herein shall be calculated in accordance with Rule 9006(a) of the Federal Rules of Bankruptcy Procedure.
4. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Letter Agreement.
5. The Parties agree that this Letter Agreement is sufficient evidence of the Parties' agreement. Each person who executes this Letter Agreement on behalf of a Party hereto represents that he is duly authorized to execute this Letter Agreement on behalf of such Party. This Letter Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Letter Agreement may be executed by facsimile or PDF signatures, and such facsimile or PDF signatures will be deemed to be as valid as an original signature whether or not confirmed by delivering the original signatures in person, by courier or mail.

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To acknowledge your agreement with the foregoing, please countersign
and return to the undersigned.

PILGRIM'S PRIDE CORPORATION

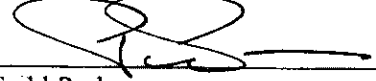


Joe Nears

LESSEE

ACKNOWLEDGED AND
AGREED HERETO BY

EQUASTONE STEMMONS PLACE, LLC



Todd Parker
Executive Vice President
Equastone
350 Interlocken Blvd., Suite 200
Broomfield, CO 80021

LESSOR