

Exhibit A – Purchase Agreement

Purchase Agreement

1. **PURCHASE AND SALE:** Guy Yates ("**Buyer**") agrees to buy and Pilgrim's Pride Corporation ("**Seller**" or, together with its affiliates, the "**Sellers**") agree to sell the real property described as 615 Railroad St., Dalton, GA 30720, an improved property with a building of approximately 2,592 square feet as more fully described by the legal description set forth on Exhibit "A" (the "**Real Property**" or the "**Property**") on the terms and conditions set forth below. Prior to the closing of the sale of the Property, Seller shall be entitled but is not required to remove all equipment, machinery, furniture and personal property on the premises, if any, which shall not be sold to Buyer. The "Effective Date" of this Contract is the date on which the last of the parties signs the latest offer. Time is of the essence in this Contract. Time periods of 6 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

2. PURCHASE PRICE:	\$	<u> 118,000.00 </u>
(a) Deposit held in escrow by _____	\$	<u> 5,900.00 </u>
(b) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn certified or cashier's check or wire transfer.	\$	<u> 112,100.00 </u>

3. **THIRD PARTY FINANCING:** Within 3 days from and after the Effective Date ("Application Period"), **Buyer** will, at **Buyer's** expense, apply for third party financing in the amount of \$ of the purchase price with a fixed interest rate not to exceed the prevailing rate, with additional terms as follows:

Buyer will pay for the mortgagee title insurance policy and for all loan expenses. **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will notify **Sellers** immediately upon obtaining financing or being rejected by a lender. If **Buyer**, after diligent effort, fails to obtain a written commitment within 30 days from Effective Date, either party may cancel the Contract by giving prompt notice to the other party, and **Sellers** shall retain **Buyer's** Deposit in accordance with Paragraph 10(b).

4. **TITLE:** PPC has the legal capacity to and will convey marketable title to the Real Property by statutory warranty deed, free of liens, easements and encumbrances of record or known to PPC, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Real Property as a truck shop.

(a) **Evidence of Title:** Seller will, at Seller's expense and within 15 days from the date Buyer meets or waives the financing contingency in Paragraph 3, deliver to Buyer a title insurance commitment by a Georgia licensed title insurer and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above.

(b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of material title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 15 days from receipt by Buyer of notice of such curing or on or before the Closing Date, whichever is later. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 15 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract and receive full refund of the Deposit or accept title subject to existing defects and close the transaction without reduction in the Purchase Price. The party who pays for the evidence of title will also pay related title service fees including title and abstract charges and title examination.

(c) **Survey:** Seller will, within 7 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction: all inspection reports related to the Real Property prepared for Seller or in Seller's possession, which show all currently existing structures.

(d) **Ingress and Egress:** Seller warrants that the Real Property presently has ingress and egress.

(e) **Possession:** Seller will deliver possession and keys for all locks and alarms to Buyer at Closing.

5. **CLOSING DATE AND PROCEDURE:** This transaction will be closed in Whitfield County, Georgia on the date that is two (2) business days following the satisfaction of the conditions set forth in the Addendum hereto ("**Closing Date**"), or at such other time as the parties hereto may mutually agree. Seller will designate the closing agent. Buyer and Seller will,

within 30 days after the Effective Date, deliver to Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract. At Closing, **Buyer** will pay or cause to be paid to **Seller** one hundred twelve thousand one hundred dollars (\$112,100) in immediately available funds by wire transfer pursuant to instructions delivered by **Seller** prior to Closing.

(a) **Costs:** **Buyer** will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer's** sole remedy will be termination of this Contract whereupon **Buyer's** deposit will be returned to **Buyer**.

(b) **Documents:** **Sellers** will provide the closing statement, the special warranty deed, bill of sale, mechanic's lien affidavit, assignments of leases and corrective instruments. All closing documents prepared by **Sellers** are subject to reasonable review and approval of the **Buyer**. Loan closing documents are not deemed part of the closing documents of the sale contemplated hereunder.

(c) **Taxes, Assessments, and Prorations:** To the extent permitted by the Bankruptcy Code and the Bankruptcy Court, the following items will be made current and prorated as of the Closing date: real estate taxes, bond and assessment payments assumed by **Buyer**, interest, rents, association dues, insurance premiums acceptable to **Buyer**, and operational expenses. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. **Seller** is aware of no assessments affecting or potentially affecting the Real Property. **Buyer** will be responsible for all assessments of any kind which become due and owing on or after Closing Date, unless the improvement is substantially completed as of Closing Date, in which case **Seller** will be obligated to pay the entire assessment.

(d) **FIRPTA Tax Withholding:** The Foreign Investment in Real Property Act ("FIRPTA") requires **Buyer** to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if **Seller** is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement.

6. **ESCROW:** **Buyer** and **Seller** authorize Minor, Bell & Neal, Address: 745 College Drive, Dalton, Georgia to act as "**Escrow Agent**" to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. On the Effective Date, **Buyer** will deposit five thousand nine hundred dollars (\$5,900) (the "**Deposit**") to be held in

escrow by the Escrow Agent in accordance with the terms hereof. Escrow Agent will deposit all funds received in a non-interest bearing escrow account. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the court having jurisdiction over the dispute. Upon notifying the parties of such action Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to **Buyer** or **Seller** of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

7. **PROPERTY CONDITION:** **Sellers** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary, wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Unless otherwise stated, **Sellers** make no warranties other than marketability of title and that no third party has any possessory rights or leasehold interest of any kind or nature. By accepting the Property "as is," **Buyer** waives all claims against **Sellers** for any defects in the Property.

(a) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("**Due Diligence Period**"), determine whether the Real Property is suitable. In **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Real Property as specified in Paragraph 4. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("**Inspections**") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Real Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Real

Property for **Buyer's** intended use and development, including Phase I and, if necessary, Phase II environmental inspections and "wood destroying" organism inspections. **Buyer** shall deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Real Property is acceptable. **Buyer's** failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition. If Buyer determines that the Real Property is not acceptable, Buyer's sole remedy shall be to terminate this Contract and receive a return of Buyer's Deposit. If Buyer determines that the Real Property is acceptable, Buyer waives any further right to inspect and accepts the Property in its "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Real Property at any time during the Due Diligence Period for the purpose of conducting inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Real Property and conduct inspections at their own risk. **Buyer** shall indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**, **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Real Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** shall repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) **Buyer** shall, at **Buyer's** expense, release to **Seller** all reports and other work generated as a result of the inspections. Should **Buyer** deliver timely notice that the Real Property is not acceptable, **Seller** agrees that **Buyer's** Deposit shall be immediately returned to **Buyer** and the Contract terminated.

(b) **Walk-through inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Real Property to determine compliance with this paragraph and to ensure that all Property is on the premises,

8. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Sellers** will take no action that would materially and adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted only with **Buyer's** consent.

9. **RETURN OF DEPOSIT:** Unless otherwise specified in this Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** Deposit will be returned in full to Buyer.

10. **DEFAULT:**

(a) Except as otherwise provided in this Contract, in the event the sale is not closed due to any default or failure on the part of **Sellers** other than failure to make the title