

marketable after diligent effort, **Buyer** may receive a refund of **Buyer's** Deposit. **Sellers** will not be liable to Broker for any amount of the brokerage fee unless and until Closing occurs. If the sale is not closed because the Bankruptcy Court does not issue the Sale Order (as defined in the Addendum to this Contract), **Buyer's** sole remedy shall be receipt of a refund of **Buyer's** Deposit, unless otherwise provided by Section 4(b) of the Addendum.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate. If **Seller** retains the Deposit, subject to approval of the Bankruptcy Court of the Sale Order and the Consent of Seller's lenders, **Seller** will pay the Listing and Cooperating Brokers, if any, named in Paragraph 12 fifty percent of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the brokerage fee. **Buyer** will not be liable to Broker for any amount of the brokerage fee under any circumstances whatsoever even in the event of breach of this Contract by Buyer.

11. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs and expenses,

12. BROKERS: Neither **Buyer** nor **Seller** has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations and negotiations resulting in this transaction.

13. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise is not assignable. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This Contract is binding upon **Buyer**, **Seller**, and their heirs, personal representatives, successors and assigns (if assignment is permitted).

14. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☒ Seller Warranty

☒ Bankruptcy Matters

☒ Further Assurances

15. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing,

signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Texas law and will not be recorded in any public records. Delivery of any written notice to any party's agent will not be deemed delivery to that party. Any notices required under this Contract shall be given to the receiving party by hand delivery, by certified mail with return receipt requested, or by courier delivery or overnight mail to the address printed or written at the signature block of said party or to such other address as said party may specify by notice to the sending party in the future. All notices required by this Contract shall be effective upon actual receipt or refusal to accept by the receiving party.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

OFFER: **Buyer** offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by **Seller** and a signed copy delivered to **Buyer** or **Buyer's** agent no later than 5:PM, p.m. on October, 2009.

Date: _____ **BUYER:** _____ **Tax ID No** _____

Title: _____ **Telephone** _____ **Facsimile** _____
Address: _____

Date: _____ **BUYER:** _____ **Tax ID No** _____

Title: _____ **Telephone** _____ **Facsimile** _____
Address: _____

ACCEPTANCE: **Seller** accepts **Buyer's** offer and agrees to sell the Property on the above terms and conditions.

Date: _____ **SELLER:** Pilgrim's Pride Corporation **Tax ID No** _____
_____ **By:** _____

Title: Chief Financial Officer **Telephone** _____ **Facsimile** _____
Address: 4845 US HWY 271 N, Pittsburg TX 75286

Date: _____ **SELLER:** _____ **Tax ID No** _____
_____ **By:** _____

Title: _____ **Telephone** _____ **Facsimile** _____
Address: _____

Purchase Agreement Optional Clauses: This Optional Clauses shall control in the event of any conflict between the following Optional Clauses and any other terms or conditions of this Contract.

Addendum No. 1 to the Purchase Agreement between Pilgrim's Pride Corporation ("PPC" or "Seller") and Guy Yates ("Buyer") concerning the sale and purchase of the Real Property described as 615 Railroad St., Dalton, GA 30720.

(A) **SELLER WARRANTY:** Except as otherwise disclosed in this Contract, including the addendums hereto, Seller warrants that Seller has no knowledge of (1) notice of city, county, state, federal, building, zoning, fire, or health codes, regulations or ordinances filed or issued against the Property, (2) current pending lawsuit(s) investigation(s), inquiry(ies), action(s), or other proceeding(s) or the right to use and occupy the property, (3) unsatisfied construction liens, (4) incompatibility of property with land use plans (5) tenants in bankruptcy, or (6) special assessments, condemnation, eminent domain, change in grade of public streets affecting the Property or similar proceedings affecting the Property. If Seller is notified of any of the above matters prior to closing, Seller shall notify Buyer in writing within 3 days. If Buyer requires the matter to be corrected prior to closing, Buyer shall notify Seller in writing within 3 days from receipt of Seller's notice. Buyer's failure to provide timely notice shall be deemed acceptance of the Property with the matter as it then exists. If Seller is unable or unwilling to correct the matter prior to closing, Buyer may terminate this Contract. Seller warrants that, except as otherwise disclosed in this Contract, including the addendums hereto, as of Effective Date, execution of this Contract and delivery of title is not a violation or breach of any agreement or Judgment to which Seller is a party.

(B) [INTENTIONALLY LEFT BLANK]

(C) **BANKRUPTCY MATTERS:** Seller and certain of its affiliates 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 Cases**"). This Contract is subject to the following conditions to closing and Bankruptcy Court matters:

(a) **Conditions to Closing.** This Contract, all of its terms and conditions, and all transactions contemplated hereby are contingent upon the fulfillment, on or prior to the Closing Date, of the following conditions:

1. **Lender Consent:** The consent of Seller's lenders as required under Seller's Amended and Restated Post-Petition Credit Agreement dated December 31, 2008; and
2. **Sale Order:** Entry by the Bankruptcy Court of an order in form and substance acceptable to Seller and Buyer approving this Contract and all of the terms and conditions hereof, and approving and authorizing Seller to consummate the transactions contemplated hereby (the "**Sale Order**"), and the expiration or waiver by the Bankruptcy Court of any stay period.

(b) **Bankruptcy Court Matters:**

1. This Contract is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better competing bids (each a "**Competing Bid**", and each person or entity making such Competing Bid, a "**Competing Bidder**"). From the date hereof (and any prior time) and until the transaction contemplated by this Contract is consummated, Seller is permitted to cause its representatives and affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by any potential Competing Bidders. Buyer agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order. In the event the entry of the Sale Order shall be appealed, Seller and Buyer shall use their respective reasonable efforts to defend such appeal.

2. Without limiting any party's right to appeal any order of the Bankruptcy Court, until the Bankruptcy Cases have closed, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Contract and to decide any claims or disputes that may arise or result from, or be connected with, this Contract, 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.

(c) **Termination of Contract; Competing Bidders; Reimbursement:** This Contract may be terminated prior to the Closing by (A) mutual written consent of Seller and Buyer, or (B) by Buyer or Seller, if the Bankruptcy Court shall enter an order approving the sale of the Property to a Competing Bidder other than Buyer. Subject to approval by the Bankruptcy Court, Seller agrees that (A) any Competing Bid must exceed the purchase price under this Contract by at least \$15,000, and (B) if Buyer is outbid by a Competing Bidder and the Bankruptcy Court authorizes a sale of the Property to a Competing Bidder that is not the Buyer, Seller will reimburse Buyer for its actual costs of obtaining a survey and an appraisal of the Property up to the maximum amount of \$15,000, subject to proof of the Buyer's actual cost for such survey and appraisal; *provided, however*, in such event, Buyer agrees to share any survey or appraisal related to the Property for which Buyer has been reimbursed by Seller.

(D) **FURTHER ASSURANCES:** Buyer and Seller, for themselves and their respective successors and assigns, covenant and agree that they will cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Contract, and agree (A) to furnish upon request to each other such further information, (B) to execute and deliver to each other such other agreements, instruments or documents and (C) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Contract and the transactions contemplated hereby.

EXHIBIT "A"

Legal Description

All that tract or parcel of land lying and being in Land Lot No. 238 in the 12th District and 3rd Section of Whitfield County, Georgia, containing 2.905 acres, and described as follows:

BEGINNING at the northeast corner of the intersection of Franklin Street and Railroad Street; thence along and with the easterly side of Railroad Street the following courses and distances: north 18 degrees 57 minutes 03 seconds west 52.50 feet; north 20 degrees 25 minutes 58 seconds west 52 feet; north 17 degrees 23 minutes 15 seconds west 87.45 feet; north 07 degrees 33 minutes 16 seconds west 58.05 feet; north 08 degrees 22 minutes 05 seconds west 50 feet; north 08 degrees 21 minutes 25 seconds west 81.64 feet; north 04 degrees 38 minutes 47 seconds west 70.95 feet; north 00 degrees 50 minutes 26 seconds west 50.63 feet; north 03 degrees 03 minutes 16 seconds east 46.78 feet; north 03 degrees 03 minutes 16 seconds east 50 feet; and north 03 degrees 03 minutes 16 seconds east 60.00 feet; thence leaving Railroad Street and running south 87 degrees 58 minutes 35 seconds east 216.57 feet; thence south 00 degrees 34 minutes 45 seconds west 641.16 feet to the northerly side of Franklin Street; thence north 89 degrees 25 minutes 15 seconds west along the northerly side of Franklin Street 123.71 feet to the point of beginning.

(For prior title, see Deed Book 955 Page 272, Whitfield County, Georgia Land Records.)

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