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**COUNSEL FOR WHEELER BASIN NATURAL GAS
COMPANY**

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORTH WORTH DIVISION**

In re:	:	
	:	Chapter 11
	:	
PILGRIM'S PRIDE CORPORATION, <u>et al.</u>,	:	Case No: 08-45664-DML-11
	:	Jointly Administered
Debtors	:	
	:	

**LIMITED OBJECTION OF WHEELER BASIN NATURAL GAS COMPANY, INC.
TO ASSUMPTION OF EXECUTORY CONTRACT PURSUANT
TO AMENDED JOINT PLAN OF REORGANIZATION**

Comes now Wheeler Basin Natural Gas Company, Inc. ("Wheeler Basin") and files this Limited Objection to Assumption of Executory Contract pursuant to the Debtors' Amended Joint Plan of Reorganization ("Objection"). In support of this Objection, Wheeler Basin would show as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

OBJECTION TO “CURE AMOUNT”

3. On December 1, 2008 (the “Petition Date”) the Debtors filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et. seq. (the “Bankruptcy Code”). The Debtors’ bankruptcy cases are being jointly administered.

4. In connection with their business operations, the Debtors purchase natural gas from Wheeler Basin pursuant to a Special Services Agreement by and between the Debtors and Wheeler Basin (the “Contract”).

5. As of the Petition Date, the Debtors were indebted to Wheeler Basin on account of the Debtors’ consumption of natural gas supplied by Wheeler Basin pursuant to the Contract in the total amount of \$22,287.55 (the “Cure Amount”). Following the Petition Date, Wheeler Basin timely filed its proof of claim for the Cure Amount with the Debtors’ claims processing agent, Kurtzman Carson Consultants LLC.

6. The Debtors filed their Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code dated November 17, 2009 (Docket No. 3952) (the “Plan”). Additionally, the Debtors filed a Plan Supplement in Support of the Debtors’ Amended Joint Plan of Reorganization on November 20, 2009 (Docket No. 4085) (the “Plan Supplement”).

7. Pursuant to the Plan and Plan Supplement the Debtors propose to assume the Contract with Wheeler Basin pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy

Code. Of course, in order to assume the Contract, the Debtors must provide adequate assurance that they will promptly pay the Cure Amount to Wheeler Basin pursuant to section 365(b)(1) of the Bankruptcy Code.

8. In their Plan and Plan Supplement the Debtors do not propose to promptly cure the defaults existing under the Contract. Specifically, the Debtors erroneously contend that the amount necessary to cure all defaults under the Contract is \$0.00.

9. In accordance with section 365(b)(1) of the Bankruptcy Code, the Debtors' assumption of the Contract should be conditioned on the prompt cure of all defaults, including the payment in full on the effective date of the Plan of the following: (i) the Cure Amount; (ii) all other amounts and liabilities outstanding and owing by the Debtors under the Contract as of such effective date; and (iii) the costs and expenses, including legal fees, incurred by Wheeler Basin in connection with the preservation and enforcement of its rights under the Contract and the Bankruptcy Code.

WHEREFORE, Wheeler Basin respectfully requests that this Court deny confirmation of the Plan as supplemented by the Plan Supplement or, alternatively, condition the confirmation of the Plan upon the prompt cure by the Debtors of all defaults existing under the Contract.

Respectfully submitted this 30th day of November, 2009.

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CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of the foregoing Limited Objection of Wheeler Basin Natural Gas Company, Inc. to Assumption of Executory Contract Pursuant To Amended Joint Plan of Reorganization has been served electronically on all parties receiving ECF notice in these proceedings and by overnight delivery to the following persons:

Pilgrims Pride Corporation
4845 US Highway 271 N.
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This 30th day of November, 2009.

/s/ Nicholas W. Whittenburg
Nicholas W. Whittenburg