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Attorney for BI-COUNTY WATER SUPPLY

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

|                                    |   |                         |
|------------------------------------|---|-------------------------|
| IN RE                              | § | CASE NO 08-45664-DML-11 |
|                                    | § | JOINTLY ADMINISTERED    |
| PILGRIMS PRIDE CORPORATION, ET.AL. | § |                         |
|                                    | § |                         |
| DEBTORS                            | § | CHAPTER 11              |

OBJECTION OF BI-COUNTY WATER SUPPLY TO  
PROPOSED ASSUMPTION OF EXECUTORY CONTRACT PURSUANT  
TO DEBTORS' JOINT AMENDED PLAN OF REORGANIZATION  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (AS MODIFIED)

Comes Now BI-COUNTY WATER SUPPLY ("BI-COUNTY") and files this Objection to the Proposed Assumption of Executory Contract Pursuant to Debtors' Joint Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (as Modified) and would show the Court:

1. On November 17, 2009, a Notice of Proposed Assumption of Executory Contract was served on BI-COUNTY. The Notice proposes to assume a contract with BI-COUNTY that is described as "Bi-County Water Supply Corporation Service App. (11/18/08)." The Notice states that the cure amount is \$16,030.54.

2. The description of the contract is not sufficient for BI-COUNTY to determine what contract the Debtors are proposing to assume. As a result it is impossible to know the amount required to cure the contract.

3. BI-COUNTY filed a Proof of Claim on May 22, 2009, in the amount of \$14,722.48 for goods and services performed pre-petition. BI-COUNTY objects to the assumption of any contract upon which money is owed by the Debtors to the extent that provision is not made to cure the entire amount due

under the contract.

4. BI-COUNTY opposes the proposed assumption in that it is a conditional assumption. The Bankruptcy Code does not authorize the conditional assumption of an executory contract.

Wherefore, BI-COUNTY WATER SUPPLY prays that the Court enter an Order denying the relief requested in the Notice of the Proposed Assumption of Executory Contract and for such other relief as is just.

Respectfully Submitted,

MCNALLY & PATRICK L.L.P

By: /s/ Glen Patrick

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CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the Objection was served either by electronic means or by Federal Express Overnight Delivery on all parties listed below and on the attached list, this 30<sup>th</sup> day of November, 2009.

/s/ Glen Patrick

DEBTORS

Pilgrim's Pride Corporation  
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Atten: Victoria Vron, Esq.

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