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

IN RE:	§	CASE NO. 08-45664-DML-11
PILGRIM'S PRIDE CORPORATION, et al	§	CHAPTER 11
DEBTOR	§	JOINTLY ADMINISTERED
	§	Hearing Date: 12/08/2009
	§	Response Date: 12/01/200

**RESPONSE OF CNC FABRICATIONS TO DEBTORS'  
NOTICE OF PROPOSED ASSUMPTION OF EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES PURSUANT TO DEBTORS' JOINT AMENDED PLAN  
OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (AS MODIFIED)**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW CNC FABRICATIONS, Respondent herein, answering the Notice of Proposed Assumption of Executory Contracts and Unexpired Leases Pursuant to Debtors' Joint Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (As Modified), hereinafter referenced as "the Notice", filed by the Debtor(s) herein, and would respectfully show the Court as follows:

I.

Respondent is the holder of a pre-petition claim against the Debtor(s) herein in the amount of \$490,227.95. Respondent's claim stems from one or more contracts into which Respondent entered with the Debtor(s) herein prior to the commencement of the Debtors' bankruptcy proceedings.

II.

The Notice indicates the intent to assume an executory contract between the Debtor(s) and Respondent. The Notice is not specific in its description of the contract to be assumed. However, the Notice does asserts that

there is no contractual arrearage to be cured in connection with the assumption of said executory contract. Per the records of Respondent, it would appear that this assertion is incorrect. The exact amount of the contractual arrearage to be cured cannot be determined with specificity at present due to the vague nature of the Notice.

III.

11 U.S.C. §365 requires the Debtor to cure or to alternately provide adequate assurance of a prompt cure of any default in the provisions of an executory contract as a condition of the assumption of that contract. As noted above, Respondent believes that there has been no such cure. Nor has Respondent been provided with adequate assurance of an impending cure.

IV.

Premises considered, and in the absence of further information regarding the specific contract sought to be assumed, Respondent objects to the assumption as proposed as failing to comply with the “cure” provisions of 11 U.S.C. §365.

WHEREFORE, PREMISES CONSIDERED, Respondent respectfully prays that this Court enter an Order requiring Debtor(s) to cure any existing contractual arrearages as a precondition for the approval of the Debtor’s assumption of its executory contract with CNC Fabrications. Respondent further prays for general relief.

Respectfully submitted,

/s/ Michael S. Mitchell

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**CERTIFICATE OF SERVICE**

The undersigned counsel hereby certifies that true and correct copies of the foregoing response were served upon the parties listed below via United States First Class Mail or electronically via the Court's ECF system on or before this 30<sup>th</sup> day of November, 2009.

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