

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 5)*

PILGRIM'S PRIDE CORPORATION

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

72147K 108

(CUSIP Number)

**JBS USA Holdings, Inc.
1770 Promontory Circle
Greeley, Colorado 80634
(970) 506-8000**

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 12, 2012

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of § 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g) check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 72147K 108

Page 2 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) JOSÉ BATISTA SOBRINHO	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 3 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) FLORA MENDONÇA BATISTA	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 4 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) JOSÉ BATISTA JÚNIOR	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 5 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	VALÉRIA BATISTA MENDONÇA RAMOS	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 6 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) VANESSA MENDONÇA BATISTA	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 7 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) WESLEY MENDONÇA BATISTA	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 8 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) JOESLEY MENDONÇA BATISTA	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 9 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) VIVIANNE MENDONÇA BATISTA	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 10 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) JBJ PARTICIPAÇÕES LTDA.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 11 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) JJMB PARTICIPAÇÕES LTDA.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 12 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) VLBM PARTICIPAÇÕES LTDA.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 13 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) VNBM PARTICIPAÇÕES LTDA.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 14 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) VVMB PARTICIPAÇÕES LTDA.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 15 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) WWMB PARTICIPAÇÕES LTDA.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 16 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) ZMF PARTICIPAÇÕES LTDA.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 17 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) J&F PARTICIPAÇÕES S.A.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 18 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) ZMF FUNDO DE INVESTIMENTO EM PARTICIPAÇÕES	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) IV	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 19 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) JBS S.A.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 20 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) JBS GLOBAL A/S	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Denmark	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 21 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) JBS HUNGARY HOLDINGS KFT.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Hungary	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

SCHEDULE 13D

CUSIP No. 72147K 108

Page 22 of 27 Pages

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) JBS USA HOLDINGS, INC. I.R.S. Identification No. 20-1413756	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 194,990,667 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 194,990,667 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,990,667 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.3% (See Item 5)	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

Item 1. Security and Issuer

Item 1 is hereby amended and replaced in its entirety with the following:

This Amendment No. 5 (this "Amendment") amends and supplements the Statement on Schedule 13D previously filed with the Securities and Exchange Commission (the "SEC") on January 7, 2010 as amended on November 8, 2010, on January 3, 2012, on March 1, 2012 and on March 7, 2012 (the "Statement"), with respect to Common Stock, par value \$0.01 per share (the "Common Stock"), of Pilgrim's Pride Corporation, a Delaware corporation (the "Issuer"). The Issuer's principal executive offices are located at 1770 Promontory Circle, Greeley, Colorado 80634-9038. Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Statement. Except as otherwise provided herein, each Item of the Statement remains unchanged.

Item 3. Source and Amount of Funds or Other Considerations

The response to Item 4 (which is set forth below) is hereby incorporated by reference in its entirety into this Item 3.

Item 4. Purpose of Transaction

Item 4 is hereby amended to add the following after the last paragraph thereof:

On March 12, 2012, JBS USA entered into Stock Purchase Agreement (the "Pilgrim Stock Purchase Agreement") among JBS USA and Pilgrim Interests, Ltd., Lonnie A. "Bo" Pilgrim, PFCP, Ltd., Patricia R. Pilgrim and Lonnie K. Pilgrim, as trustees of the Pilgrim Family Irrevocable Life Insurance Trust under agreement dated June 16, 1987 and Lonnie A. "Bo" Pilgrim and Lonnie K. Pilgrim, as trustees of the Pilgrim Family Irrevocable Life Insurance Trust II under agreement dated December 23, 1987 (collectively, the "Pilgrim Seller Parties"). Pursuant to the Pilgrim Stock Purchase Agreement, JBS USA will acquire 18,924,438 shares of Common Stock from the Pilgrim Seller Parties for aggregate consideration of \$107,626,268.00 in cash, as more particularly described therein. As a result of the acquisition of 18,924,438 shares of Common Stock from the Pilgrim Seller Parties, the Reporting Persons will have beneficial ownership of 194,990,667 shares of Common Stock. JBS USA and the Pilgrim Seller Parties expect the closing of the transactions contemplated by the Pilgrim Stock Purchase Agreement to occur on March 26, 2012, which JBS USA will finance with cash on hand.

The description of the Pilgrim Stock Purchase Agreement in this Amendment is qualified in its entirety by reference to such agreement, which is included with this Amendment as Exhibit 11 and incorporated by reference herein.

Item 5. Interest in Securities of the Issuer

Items 5(a) and (b) are hereby amended and replaced in their entirety with the following:

(a) and (b) The responses of the Reporting Persons to Rows (7) through (13) of the cover pages of this Amendment and the information set forth in Item 4 of this Statement are hereby incorporated by reference in this Item 5. As a result of the ownership structure and other relationships described in Item 2 of the Statement, each of the Reporting Persons is the beneficial owner, with shared voting and dispositive power with the other Reporting Persons, of (i) the 144,140,425 shares of Common Stock of which JBS USA is the record holder, (ii) the 31,925,804 shares of Common Stock JBS USA acquired in connection with the Rights Offering and (iii) the 18,924,438 shares of Common Stock JBS USA will acquire pursuant to the Pilgrim Stock Purchase Agreement. The percentage of the class of securities identified pursuant to Item 1 beneficially owned by each of the Reporting Persons is based on 258,926,358 shares of Common Stock being outstanding as of the date of this Amendment, which the Reporting Persons calculated by adding (i) the 214,481,914 shares of Common Stock outstanding as of February 17, 2012, as disclosed in the Issuer's Annual Report on Form 10-K filed with the SEC on February 17, 2012 and (ii) the 44,444,444 shares of Common Stock issued in connection with the Rights Offering.

Except as disclosed in the Statement and this Amendment, none of the Reporting Persons or, to the best of the Reporting Persons' knowledge, any of the persons listed in Schedules I through V attached to the Statement beneficially owns any shares of Common Stock or has the right to acquire any shares of Common Stock.

Except as disclosed in the Statement and this Amendment, none of the Reporting Persons or, to the best of the Reporting Persons' knowledge, any of the persons listed in Schedules I through V attached to the Statement presently has the power to vote or to direct the vote or to dispose or direct the disposition of any of the shares of Common Stock that they may be deemed to beneficially own.

Item 7. Material to Be Filed as Exhibits

1. Joint Filing Agreement, dated as of January 7, 2010, among the Reporting Persons (incorporated by reference to Exhibit 99.1 to the Issuer's Statement filed with the SEC on January 7, 2010).
2. Stock Purchase Agreement, dated as of September 16, 2009, between Pilgrim's Pride Corporation and JBS USA Holdings, Inc. (incorporated by reference to Exhibit 2.1 to the Issuer's Form 8-K filed with the SEC on September 18, 2009).
3. Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (As Modified) dated December 8, 2009 (incorporated by reference to Exhibit 99.1 to the Issuer's Form 8-K filed with the SEC on December 10, 2009).
4. Stockholders Agreement, dated as of December 28, 2009, between Pilgrim's Pride Corporation and JBS USA Holdings, Inc. (incorporated by reference to Exhibit 4.1 to the Issuer's Form 8-A filed with the SEC on December 28, 2009).
5. Amended and Restated Certificate of Incorporation of Pilgrim's Pride Corporation, filed with the Secretary of State of the State of Delaware on December 28, 2009 (incorporated by reference to Exhibit 3.1 to the Issuer's Form 8-A filed with the SEC on December 28, 2009).
6. Amended and Restated Corporate Bylaws of Pilgrim's Pride Corporation, effective as of December 28, 2009 (incorporated by reference to Exhibit 3.2 to the Issuer's Form 8-A filed with the SEC on December 28, 2009).
7. Powers of Attorney for the Reporting Persons (incorporated by reference to Exhibit 99.7 to the Issuer's Statement filed with the SEC on January 7, 2010).
8. Letter Agreement, dated as of November 5, 2010, among JBS USA, Pilgrim Interests, Ltd., and Lonnie A. "Bo" Pilgrim (incorporated by reference to Exhibit 8 to the Issuer's Statement filed with the SEC on November 8, 2010).
9. Waiver to the Stockholders Agreement, dated November 4, 2010, between JBS USA and the Issuer (incorporated by reference to Exhibit 9 to the Issuer's Statement filed with the SEC on November 8, 2010).
10. Commitment Agreement, dated December 19, 2011, between JBS USA and the Issuer (incorporated by reference to Exhibit 10.1 to the Issuer's Form S-3 filed with the SEC on December 19, 2011).
11. Stock Purchase Agreement, dated as of March 12, 2012, among JBS USA, Pilgrim Interests, Ltd., Lonnie A. "Bo" Pilgrim, PFCP, Ltd., Patricia R. Pilgrim and Lonnie K. Pilgrim, as trustees of the Pilgrim Family Irrevocable Life Insurance Trust under agreement dated June 16, 1987 and Lonnie A. "Bo" Pilgrim and Lonnie K. Pilgrim, as trustees of the Pilgrim Family Irrevocable Life Insurance Trust II under agreement dated December 23, 1987 (filed herewith).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: March 13, 2012

JBS USA HOLDINGS, INC.

By: /s/ Christopher Gaddis
Name: Christopher Gaddis
Title: Attorney in Fact

JBS HUNGARY HOLDINGS KFT.

By: /s/ Christopher Gaddis
Name: Christopher Gaddis
Title: Attorney in Fact

JBS GLOBAL A/S

By: /s/ Christopher Gaddis
Name: Christopher Gaddis
Title: Attorney in Fact

JBS S.A.

By: /s/ Christopher Gaddis
Name: Christopher Gaddis
Title: Attorney in Fact

ZMF FUNDO DE INVESTIMENTO EM PARTICIPAÇÕES

By: /s/ Christopher Gaddis
Name: Christopher Gaddis
Title: Attorney in Fact

J&F PARTICIPAÇÕES S.A.

By: /s/ Christopher Gaddis
Name: Christopher Gaddis
Title: Attorney in Fact

JBJ PARTICIPAÇÕES LTDA.

By: /s/ Christopher Gaddis
Name: Christopher Gaddis
Title: Attorney in Fact

JJMB PARTICIPAÇÕES LTDA.

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

VLBM PARTICIPAÇÕES LTDA.

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

VNBM PARTICIPAÇÕES LTDA.

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

VVMB PARTICIPAÇÕES LTDA.

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

WWMB PARTICIPAÇÕES LTDA.

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

ZMF PARTICIPAÇÕES LTDA.

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

VIVIANNE MENDONÇA BATISTA

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

JOESLEY MENDONÇA BATISTA

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

WESLEY MENDONÇA BATISTA

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

VANESSA MENDONÇA BATISTA

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

VALÉRIA BATISTA MENDONÇA RAMOS

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

JOSÉ BATISTA JÚNIOR

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

FLORA MENDONÇA BATISTA

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

JOSÉ BATISTA SOBRINHO

By: /s/ Christopher Gaddis

Name: Christopher Gaddis

Title: Attorney in Fact

STOCK PURCHASE AGREEMENT

This AGREEMENT dated as of March 12, 2012 (this "Agreement") is entered into among JBS USA HOLDINGS, INC., a Delaware corporation (the "Purchaser"), LONNIE A. "BO" PILGRIM ("Pilgrim"), PILGRIM INTERESTS, LTD., a Texas limited partnership ("PIL"), PFCP, LTD., a Texas limited partnership ("PFCP"), PATRICIA R. PILGRIM and LONNIE K. PILGRIM, AS TRUSTEES OF THE PILGRIM FAMILY IRREVOCABLE LIFE INSURANCE TRUST UNDER AGREEMENT DATED JUNE 16, 1987 (collectively and in such capacities, "Pilgrim Trust I Trustees") and LONNIE A. "BO" PILGRIM and LONNIE K. PILGRIM, AS TRUSTEES OF THE PILGRIM FAMILY IRREVOCABLE LIFE INSURANCE TRUST II UNDER AGREEMENT DATED DECEMBER 23, 1987 (collectively and in such capacities, "Pilgrim Trust II Trustees") and, together with Pilgrim, PIL, PFCP and Pilgrim Trust I Trustees, the "Seller Parties").

RECITALS:

WHEREAS, the Seller Parties own, collectively, 18,924,438 shares (the "Shares") of common stock, par value \$0.01 per share ("Common Stock"), of Pilgrim's Pride Corporation, a Delaware corporation (the "Company");

WHEREAS, the Seller Parties desire to sell to the Purchaser, and the Purchaser desires to purchase from the Seller Parties, subject to the terms and conditions set forth herein, the Shares.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, and agreements set forth herein, the parties agree as follows:

ARTICLE I

PURCHASE; CLOSING

1.1 **Purchase.** On the terms and subject to the conditions set forth herein, at the Closing (as hereinafter defined), the Purchaser shall purchase from each Seller Party, and each Seller Party shall sell to the Purchaser, the number of Shares set forth opposite the name of such Seller Party in Schedule A attached hereto for a total purchase price of \$107,626,268.00 (the "Purchase Price"), allocable to each Seller Party on a pro rata basis based on the number of shares to be sold by such Seller Party as set forth on Schedule A attached hereto.

1.2 **Closing.** The closing of the purchase of the Shares by the Purchaser (the "Closing") shall occur on March 26, 2012, or as soon as practicable following such date. The date of the Closing is referred to as the "Closing Date." At the Closing, (a) the Purchaser shall deliver to the Seller Parties the Purchase Price by wire transfer of immediately available funds to an account or accounts designated in writing by Pilgrim on behalf of the Seller Parties to the Purchaser and (b) each Seller Party shall deliver certificate(s) representing, or other evidence of the ownership of, the Shares owned by it, accompanied by stock powers duly endorsed in blank or other duly executed instruments of transfer to transfer the Shares owned by it to the account of the Purchaser designated in writing by the Purchaser to the Seller Parties, pursuant to the terms hereof. The respective obligations of the Seller Parties, on the one hand, and the Purchaser, on the other, to consummate the Closing shall be subject to the accuracy of the representations and warranties of the other party or parties, as applicable, contained herein in all material respects at and as of the Closing Date.

1.3 Resignation. Pilgrim shall resign his position as Director of the Company, effective upon the execution of this Agreement, and deliver to the Company sufficient notice to cause a Founder Triggering Event as defined in the Company's Amended and Restated Bylaws.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Parties. As of the date hereof and as of the Closing Date, each of the Seller Parties, severally, hereby represents and warrants to the Purchaser as to itself, and the Purchaser hereby represents and warrants to each of the Seller Parties as to the Purchaser, as applicable, that:

(a) Organization; Authority. Each of PIL, PFCP and the Purchaser is an entity duly organized or formed and is validly existing under the laws of the state of its organization. Pilgrim Trust I Trustees and Pilgrim Trust II Trustees are duly appointed and currently serving as the sole trustees of such trusts, which trusts have been duly established and are in full force and effect. The execution, delivery and performance by such Seller Party and the Purchaser of this Agreement and the consummation by each of the transactions contemplated hereby have been duly authorized by all requisite action on the part of each and, in the case of a Seller Party that is a natural person, do not require spousal consent. This Agreement has been duly and validly executed and delivered by such Seller Party and the Purchaser and, assuming due authorization, execution and delivery by each other party, this Agreement is a valid and binding obligation of such Seller Party and the Purchaser, enforceable against such party in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(b) No conflict. Neither the execution and delivery by such Seller Party or the Purchaser of this Agreement, nor the consummation by such party of the transactions contemplated hereby, nor compliance by such Seller Party or the Purchaser with any of the provisions hereof will (A) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration of any agreement or binding instrument to which such party is a party or by which it is bound, or result in the creation of any security interests, pledges, hypothecations, mortgages, liens or encumbrances (collectively, "Encumbrances") upon any of the material properties or assets of such party or the Shares or (B) violate any law, statute, ordinance, rule, regulation, permit, concession, grant, franchise or any judgment, ruling, order, writ, injunction or decree applicable to the party or any of its material properties or assets or the Shares, except as, in the case of clauses (A) and (B), would not be reasonably expected to materially adversely affect the party's ability to comply with the obligations of this Agreement.

(c) Sophisticated Investor. Each of the Seller Parties and the Purchaser (a) either alone or together with its representatives, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transactions contemplated herein and has so evaluated the risks and merits of such transactions, and (b) understands the terms of and risks associated with the sale of the Shares. As of the date hereof, each of Pilgrim, PII and the Purchaser qualifies as an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”).

(d) Non-public Information; Access to Information. Each of the Seller Parties, on the one hand, and the Purchaser, on the other, acknowledges that the other may currently possess or may be deemed to possess material, non-public information with respect to the Shares. Each of the parties waives its right to assert and releases any claims it may have against the other party for non-disclosure of the material, non-public information. However, each party has the access to the information necessary to make the decision to consummate the transactions contemplated herein, and waives any claims against the other parties related to the information that is not accessible.

(e) Consents. Other than the securities or blue sky laws of the various states and the filings required by the Securities Exchange Act of 1934, as amended, no material notice to, registration, declaration or filing with, exemption or review by, or authorization, order, consent or approval of, any governmental authority or body, any court, administrative agency or commission or other governmental authority or instrumentality, whether federal, state, local or foreign, or any applicable self-regulatory organization, nor expiration or termination of any statutory waiting period, is necessary for the consummation by such Seller Party or the Purchaser, as applicable, of the transactions contemplated herein.

2.2 Representations and Warranties of the Seller Parties. Except as provided in part (e) of this Section, each Seller Party, severally, as of the date hereof and as of the Closing Date, hereby represents and warrants as to itself to the Purchaser as follows:

(a) Title to the Shares. Such Seller Party is the record owner of the Shares sold by it hereunder, and has the absolute right to sell, assign, convey, transfer and deliver such Shares and all rights and benefits incident to the ownership thereof. Such rights and benefits are transferable by such Seller Party to the Purchaser and the Shares are free and clear of any and all Encumbrances, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership (other than any Encumbrances arising from Purchaser’s acquisition or ownership of the Shares or provided for in this Agreement). The transactions contemplated herein will (i) pass all of such Seller Party’s rights and interests in the Shares sold by it hereunder to the Purchaser, free and clear of all Encumbrances (other than arising from Purchaser’s acquisition or ownership of the Shares or provided for in this Agreement), and (ii) convey, free and clear of any and all Encumbrances (other than arising from Purchaser’s acquisition or ownership of the Shares or provided for in this Agreement), any and all rights and benefits incident to the ownership of such Shares.

(b) Acquisition of the Shares; No General Solicitation. The Shares of such Seller Party were acquired and fully paid for by such Seller Party not with a view to, or for sale in connection with, any distribution, resale or public offering of the Shares or any part thereof in violation of the Securities Act. No Seller Party nor any person acting at its direction has offered the Shares by any form of “general solicitation” or “general advertising,” including but not limited to the methods described in Rule 502(c) promulgated under the Securities Act. The Purchaser acknowledges that in this paragraph (b), no Seller Party makes any representation regarding actions or compliance by the Company or its affiliates or representatives in connection with its recent rights offering of 44,444,444 shares of Common Stock.

(c) Advice; Reliance. Such Seller Party has independently evaluated the merits of its decision to sell the Shares, such decision has been independently made by such Seller Party, and such Seller Party confirms that it has only relied on the advice of its own business and/or legal counsel in making such decision and has not relied upon any representation or warranty of the Purchaser, except for those expressly made herein.

(d) Bankruptcy. Such Seller Party is not involved in any insolvency proceeding or reorganization.

(e) Securities Act. Such Seller Party hereby represents and warrants to the Purchaser that pursuant to an appropriate exemption under the Securities Act, the transactions contemplated by this Agreement are exempt from the registration requirements of Section 5 of the Securities Act; provided, that, the representations and warranties of the Purchaser herein are true and correct as of the date hereof and as of the Closing Date.

2.3 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants, as of the date hereof and as of the Closing Date, to each Seller Party as follows:

(a) Investment Intent. The Purchaser hereby represents and warrants that the Shares are being acquired from the Seller Parties not with a view to, or for sale in connection with, any distribution, resale or public offering of the Shares or any part thereof in violation of the Securities Act. The Purchaser acknowledges that the sale of the Shares hereunder has not been registered under the Securities Act or applicable state and other securities laws by reason of an exemption from the registration provisions of the Securities Act and applicable state and other securities laws, the availability of which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser further acknowledges that the Shares may not be offered, sold or otherwise transferred except pursuant to an effective registration statement under the Securities Act or pursuant to a transaction exempt from the registration requirements of the Securities Act, and in each case in compliance with applicable state securities laws.

(b) Advice; Reliance. The Purchaser has independently evaluated the merits of its decision to purchase the Shares, such decision has been independently made by the Purchaser and the Purchaser confirms that it has only relied on the advice of its own business and/or legal counsel in making such decision and has not relied upon any representation or warranty of the Seller Parties, except for those expressly made herein.

2.4 Additional Representation and Warranty of Pilgrim. Pilgrim hereby makes to the Purchaser each of the representations and warranties made by each of the Seller Parties (other than Pilgrim) above in this Article II.

ARTICLE III

MISCELLANEOUS

3.1 Delaware law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State, including all matters of construction, validity and performance.

3.2 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

3.3 Entire Agreement; Amendments and Waivers. This Agreement constitutes the entire agreement, and supersedes any other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof. This Agreement may not be amended or waived except in writing signed, in the case of an amendment, by each party hereto, or in the case of a waiver, by the party against whom the waiver is to be effective.

3.4 Severability. If any term or other provision of this Agreement is invalid, illegal or unenforceable, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect.

3.5 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first herein above written.

JBS USA HOLDINGS, INC.

By: /s/ Don Jackson
Name: Don Jackson
Title: Chief Executive Officer

LONNIE A. "BO" PILGRIM

/s/ Lonnie A. "Bo" Pilgrim

/s/ Lonnie A. "Bo" Pilgrim

Lonnie A. "Bo" Pilgrim, co-trustee of the Pilgrim Family Irrevocable Life Insurance Trust II

PILGRIM INTERESTS, LTD.

By: /s/ Lonnie A. "Bo" Pilgrim
Lonnie A. "Bo" Pilgrim, trustee of the Lonnie A. Pilgrim 1998 Revocable Trust
Title: Managing Partner

/s/ Lonnie K. Pilgrim

Lonnie K. Pilgrim, co-trustee of the Pilgrim Family Irrevocable Life Insurance Trust and the Pilgrim Family Irrevocable Life Insurance Trust II

PFCP, LTD.

By: /s/ Lonnie A. "Bo" Pilgrim
Lonnie A. "Bo" Pilgrim, trustee of the Lonnie A. Pilgrim 1998 Revocable Trust
Title: Managing Partner

/s/ Patricia R. Pilgrim

Patricia R. Pilgrim, co-trustee of the Pilgrim Family Irrevocable Life Insurance Trust

Signature Page to the Stock Purchase Agreement

Schedule A

Seller Party	Shares
Pilgrim Interests, Ltd.	15,114,575
Lonnie A. Pilgrim	3,505,727
The Pilgrim Family Irrevocable Life Insurance Trust (Pilgrim Trust I Trustees)	110,561
The Pilgrim Family Irrevocable Life Insurance Trust II (Pilgrim Trust II Trustees)	110,559
PFCP, Ltd.	83,016

Schedule A
