

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): August 3, 2005

PILGRIM'S PRIDE CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-9273
(Commission
File Number)

75-1285071
(IRS Employer
Identification No.)

4845 US Highway 271 North
Pittsburg, Texas
(Address of Principal Executive Offices)

75686-0093
(ZIP Code)

Registrant's telephone number, including area code: **(903) 434-1000**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On August 3, 2005, Pilgrim's Pride Corporation entered into an Underwriting Agreement with Lehman Brothers Inc., as sole underwriter, relating to the offering of 15,443,054 shares of its common stock at a price to Pilgrim's Pride of \$33.86 per share. The offering of such shares was registered under the Securities Act of 1933 pursuant to Pilgrim's Pride's shelf registration statement. The issuance and sale of the shares is expected to close on August 9, 2005. The Underwriting Agreement is filed as an exhibit to this Current Report and incorporated herein by reference.

Also, on August 3, 2005, Pilgrim's Pride Corporation entered into a Purchase and Amendment Agreement with ConAgra Foods, Inc., providing for the repurchase by Pilgrim's Pride from ConAgra Foods, Inc. of an aggregate of 15,443,054 shares of Pilgrim's Pride's common stock at a price per share of \$31.23735. The repurchase is scheduled to close promptly following the closing of the underwritten offering. There will be no increase in the total number of outstanding shares of common stock after giving effect to both the offering and such repurchase. A copy of the Purchase and Amendment Agreement is filed as an exhibit to the Current Report and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
1.1	Underwriting Agreement dated August 3, 2005 between Pilgrim's Pride Corporation and Lehman Brothers Inc.
5.1	Opinion of Baker & McKenzie LLP
10.1	Purchase and Amendment Agreement dated August 3, 2005 between Pilgrim's Pride Corporation and ConAgra Foods, Inc.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PILGRIM'S PRIDE CORPORATION

Date: August 4, 2005

By: /s/ Richard A. Cogdill

Richard A. Cogdill
Executive Vice President, Chief Financial Officer,
Secretary and Treasurer

Exhibit Index

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PILGRIM'S PRIDE CORPORATION

(a Delaware corporation)

15,443,054 Shares of Common Stock

UNDERWRITING AGREEMENT

Dated: August 3, 2005

PILGRIM'S PRIDE CORPORATION

(a Delaware corporation)

15,443,054 Shares of Common Stock

(Par Value \$.01 Per Share)

UNDERWRITING AGREEMENT

August 3, 2005

LEHMAN BROTHERS INC.
745 Seventh Avenue
New York, New York 10019

Ladies and Gentlemen:

Pilgrim's Pride Corporation, a Delaware corporation (the "Company"), confirms its agreement with Lehman Brothers Inc. ("Lehman Brothers" or the "Underwriter") with respect to the sale by the Company, and the purchase by the Underwriter, of the number of shares of Common Stock, par value \$.01 per share, of the Company ("Common Stock") set forth in Schedule A hereto. The aforesaid 15,443,054 shares of Common Stock to be purchased by the Underwriter are hereinafter called the "Securities".

The Company understands that the Underwriter proposes to make a public offering of the Securities as soon as the Underwriter deems advisable after this Agreement has been executed and delivered.

The Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-3 (No. 333-117472), including the related preliminary prospectus or prospectuses, covering the registration of the Securities under the Securities Act of 1933, as amended (the "1933 Act"). Promptly after execution and delivery of this Agreement, the Company will prepare and file a prospectus supplement in accordance with the provisions of Rules 415 and 424(b) of the rules and regulations of the Commission under the 1933 Act (the "1933 Act Regulations"). As filed, such final prospectus supplement shall contain all Rule 430A Information, together with all other required information. "Rule 430A Information" means the information with respect to the Securities and the offering price thereof permitted to be omitted from such registration statement at the time it became effective pursuant to Rule 430A. Each prospectus used before such registration statement became effective, and any prospectus that omitted the Rule 430A Information, that was used after such effectiveness and prior to the execution and delivery of this Agreement, is herein called a "preliminary prospectus." Such registration statement, including the exhibits and any schedules thereto, at the time it became effective, and including the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act at such time, are herein called the "Registration Statement." Any registration statement filed pursuant to Rule 462(b) of the 1933 Act Regulations is herein referred to as the "Rule 462(b) Registration Statement," and after such filing the term "Registration Statement" shall include the Rule 462(b) Registration Statement. The final prospectus in the form first furnished to the Underwriter for use in connection with the offering of the Securities, including the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act at the time of the execution of this Agreement, is herein called the "Prospectus." For purposes of this Agreement, all references to the Registration Statement, any preliminary prospectus or prospectus supplement, the

Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("EDGAR").

All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the Registration Statement, any preliminary prospectus or the Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated by reference in the Registration Statement, any preliminary prospectus or the Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Registration Statement, any preliminary prospectus or the Prospectus shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934 (the "1934 Act") which is incorporated by reference in the Registration Statement, such preliminary prospectus or the Prospectus, as the case may be.

SECTION 1. Representations and Warranties.

(a) *Representations and Warranties by the Company.* The Company represents and warrants to the Underwriter, and agrees with the Underwriter, as follows:

(i) Effectiveness of Registration Statement. The Company meets the requirements for the use of Form S-3 under the 1933 Act. The Registration Statement has become effective (other than any Rule 462(b) Registration Statement to be filed by the Company after the effectiveness of this Agreement); any Rule 462(b) Registration Statement filed after the effectiveness of this Agreement will become effective no later than 10:00 P.M., New York City time, on the business day following the date of this Agreement; and the Company has not received any notice that any stop order suspending the effectiveness of the Registration Statement is in effect, nor that any proceedings for such purpose are pending before or threatened by the Commission.

(ii) Incorporated Documents; Compliance with Registration Requirements. (i) Each document, if any, filed pursuant to the 1934 Act and incorporated by reference in the Prospectus complied or will comply when so filed in all material respects with the 1934 Act; (ii) the Registration Statement (other than any Rule 462(b) Registration Statement to be filed by the Company after the effectiveness of this Agreement), when it became effective and at the Closing Time, did not contain and, as amended, if applicable, will not contain, any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (iii) the Registration Statement (other than any Rule 462(b) Registration Statement to be filed by the Company after the effectiveness of this Agreement) and the Prospectus comply and, as amended or supplemented, if applicable, will comply in all material respects with the 1933 Act, (iv) if the Company is required to file a Rule 462(b) Registration Statement after the effectiveness of this Agreement, such Rule 462(b) Registration Statement and any amendments thereto, when they become effective (A) will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they will be made, not misleading and (B) will comply in all material respects with the 1933 Act and (v) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions in the Registration Statement or

the Prospectus based upon information relating to the Underwriter furnished to the Company in writing by the Underwriter expressly for use therein.

Each preliminary prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the 1933 Act, complied or will comply when so filed in all material respects with the 1933 Act, and did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions in any preliminary prospectus based upon information relating to the Underwriter furnished to the Company in writing by the Underwriter expressly for use therein.

(iii) Good Standing of the Company and its Subsidiaries. Each of the Company and its subsidiaries is a corporation, limited liability company, limited partnership or business trust that has been duly formed, is validly existing and in good standing under the laws of its jurisdiction of organization and has the power and authority to carry on its business as described in the Prospectus and to own, lease and operate its properties, and each is duly qualified and is in good standing as a foreign corporation, limited partnership or business trust authorized to do business in each jurisdiction in which the nature of its business or its ownership or leasing of property requires such qualification, except where the failure to be so qualified would not have a material adverse effect on the business, prospects, financial condition or results of operations of the Company and its subsidiaries, taken as a whole.

(iv) Capitalization. All the outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid, non-assessable and not subject to any preemptive or similar rights. There are no outstanding subscriptions, rights, warrants, options, calls, convertible securities, commitments of sale or liens granted or issued by the Company or any of its subsidiaries relating to or entitling any person to purchase or otherwise to acquire any ownership interest in the Company or any of its subsidiaries, except as otherwise disclosed in the Registration Statement.

(v) Subsidiaries. The entities listed on Schedule C hereto are the only material subsidiaries, direct or indirect, of the Company in which the Company controls greater than 50% of the voting power of such entity. All of the outstanding shares of capital stock, limited liability company or partnership interests or other ownership interests, as applicable, of each of the Company's subsidiaries have been duly authorized and validly issued and are fully paid and non-assessable, and are owned by the Company, directly or indirectly (except as set forth on Schedule C hereto) through one or more subsidiaries, free and clear of any security interest, claim, lien, encumbrance or adverse interest of any nature (each, a "Lien"), except as disclosed in the Prospectus.

(vi) Description of Securities. The Securities conform as to legal matters to the description thereof contained in the Prospectus.

(vii) No Violation. Neither the Company nor any of its subsidiaries is in violation of its respective charter or by-laws or in default in the performance of any obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, lease or other agreement or instrument that is material to the Company and its subsidiaries, taken as a whole, to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or their respective property is bound.

(viii) **No Conflicts.** The execution, delivery and performance of this Agreement, the compliance by the Company with all the provisions hereof, and the consummation of the transactions contemplated hereby will not (i) require any consent, approval, authorization or other order of, or qualification with, any court or governmental body or agency having jurisdiction over the Company or its subsidiaries (except (x) such as may be required under the securities or Blue Sky laws of the various states, (y) any consent under the 1933 Act which has already been obtained or (z) the filing of a Rule 462(b) Registration Statement), (ii) conflict with or constitute a breach of any of the terms or provisions of, or a default under, (A) the charter or by-laws of the Company or any of its subsidiaries or (B) any indenture, loan agreement, mortgage, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or their respective property is bound except for breaches or defaults that would not be material to the business, prospects, financial condition or results of operations of the Company and its subsidiaries, taken as a whole, (iii) (assuming compliance with all applicable state securities or Blue Sky laws, rules and regulations) violate or conflict with any applicable law or any rule, regulation, judgment, order or decree of any court or any governmental body or agency having jurisdiction over the Company, any of its subsidiaries or their respective property, (iv) result in the imposition or creation of (or the obligation to create or impose) a Lien under any agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or their respective property is bound or (v) result in the suspension, termination or revocation of any Authorization (as defined below) of the Company or any of its subsidiaries or any other impairment of the rights of the holder of any such Authorization.

(ix) **Absence of Proceedings.** There are no legal or governmental proceedings pending or threatened to which the Company or any of its subsidiaries is or could be a party or to which any of their respective property is or could be subject that are required to be described in the Registration Statement or the Prospectus and are not so described as required; nor are there any statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not so described or filed as required.

(x) **No Violation of Certain Laws.** Neither the Company nor any of its subsidiaries has violated any foreign, federal, state or local law or regulation relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (“Environmental Laws”), any provisions of the Employee Retirement Income Security Act of 1974, as amended, or any provisions of the Foreign Corrupt Practices Act or the rules and regulations promulgated thereunder, except for such violations which, singly or in the aggregate, would not have a material adverse effect on the business, prospects, financial condition or results of operation of the Company and its subsidiaries, taken as a whole.

(xi) **Possession of Licenses and Permits.** Each of the Company and its subsidiaries has such permits, licenses, consents, exemptions, franchises, authorizations and other approvals (each, an “Authorization”) of, and has made all filings with and notices to, all governmental or regulatory authorities and self-regulatory organizations and all courts and other tribunals, including, without limitation, under any applicable Environmental Laws, as are necessary to own, lease, license and operate its respective properties and to conduct its business, except where the failure to have any such Authorization or to make any such filing or notice would not, singly or in the aggregate, have a material adverse effect on the business, prospects, financial condition or results of operations of the Company and its subsidiaries, taken as a whole. Each such Authorization is valid and in full force and effect and each of the Company and its subsidiaries is in compliance with all the terms and conditions thereof and with the rules and regulations of the

authorities and governing bodies having jurisdiction with respect thereto; and no event has occurred (including, without limitation, the receipt of any notice from any authority or governing body) which allows or, after notice or lapse of time or both, would allow, revocation, suspension or termination of any such Authorization or results or, after notice or lapse of time or both, would result in any other impairment of the rights of the holder of any such Authorization; and such Authorizations contain no restrictions that are burdensome to the Company or any of its subsidiaries; except where such failure to be valid and in full force and effect or to be in compliance, the occurrence of any such event or the presence of any such restriction would not, singly or in the aggregate, have a material adverse effect on the business, prospects, financial condition or results of operations of the Company and its subsidiaries, taken as a whole.

(xii) Environmental Clean-Up Costs. There are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any Authorization, any related constraints on operating activities and any potential liabilities to third parties) which would, singly or in the aggregate, have a material adverse effect on the business, prospects, financial condition or results of operations of the Company and its subsidiaries, taken as a whole.

(xiii) Authorization of Agreement. This Agreement has been duly authorized, executed and delivered by the Company.

(xiv) Title to Property. Except as otherwise set forth in the Prospectus or such as are not material to the business, prospects, financial condition or results of operations of the Company and its subsidiaries considered as a whole, the Company and its subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them which is material to the business of the Company and its subsidiaries, in each case free and clear of all Liens and defects; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries, in each case except as described in the Prospectus.

(xv) Insurance. Except as otherwise set forth in the Prospectus, the Company and each of its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; and neither the Company nor any of its subsidiaries (i) has received notice from any insurer or agent of such insurer that substantial capital improvements or other material expenditures will have to be made in order to continue such insurance or (ii) has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers at a cost that would not have a material adverse effect on the business, prospects, financial conditions or results of operations of the Company and its subsidiaries, taken as a whole.

(xvi) Independent Accountants. Ernst & Young LLP are independent public accountants with respect to the Company and its subsidiaries as required by the 1933 Act.

(xvii) Financial Statements. The consolidated financial statements included (or otherwise incorporated by reference) in the Registration Statement and the Prospectus (and any amendment or supplement thereto), together with related schedules and notes, present fairly in all material respects the consolidated financial position, results of operations and changes in

financial position of the Company and its subsidiaries on the basis stated therein at the respective dates or for the respective periods to which they apply; such statements and related schedules and notes have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved, except as disclosed therein; and the other financial and statistical information and data set forth in the Registration Statement and the Prospectus (and any amendment or supplement thereto) are, in all material respects, accurately presented and prepared on a basis consistent with such financial statements and the books and records of the Company.

(xviii) Investment Company Act. The Company is not and, after giving effect to the offering and sale of the Securities, will not be, an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.

(xix) No Other Registration Rights. Except for the registration rights agreement between the Company and ConAgra Foods, Inc. described under “Selling Stockholder—Registration Rights” in the Prospectus or as otherwise set forth in the Prospectus, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the 1933 Act with respect to any securities of the Company or to require the Company to include such securities with the Securities registered pursuant to the Registration Statement.

(xx) No Adverse Reports. No “nationally recognized statistical rating organization” as such term is defined for purposes of Rule 436(g)(2) under the 1933 Act has indicated to the Company that it is considering (i) the downgrading, suspension or withdrawal of, or any review for a possible change that does not indicate the direction of the possible change in, any rating assigned to the Company or any securities of the Company or (ii) any change in the outlook for any rating of the Company or any securities of the Company.

(xxi) No Material Adverse Change in Business. Since the respective dates as of which information is given in the Prospectus other than as set forth in the Prospectus (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement), (i) there has not occurred any material adverse change or any development involving a prospective material adverse change in the condition, financial or otherwise, or the earnings, business, management or operations of the Company and its subsidiaries, taken as a whole, (ii) there has not been any material adverse change or any development involving a prospective material adverse change in the capital stock or in the long-term debt of the Company or any of its subsidiaries and (iii) neither the Company nor any of its subsidiaries has incurred any material liability or obligation, direct or contingent.

(xxii) Internal Controls.

(1) The Company and each of its subsidiaries (i) make and keep accurate books and records and (ii) maintain and have maintained a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management’s general or specific authorizations, (B) transactions are recorded as necessary to permit preparation of the Company’s financial statements in conformity with accounting principles generally accepted in the United States and to maintain accountability for its assets, (C) access to the Company’s assets is permitted only in accordance with management’s general or specific authorization and (D) the recorded accountability for the Company’s assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(2) (i) The Company and each of its subsidiaries have established and maintain disclosure controls and procedures (as such term is defined in Rule 13a-15 under the Exchange Act), (ii) such disclosure controls and procedures are designed to ensure that the information required to be disclosed by the Company and its subsidiaries in the reports they file or submit under the Exchange Act is accumulated and communicated to the management of the Company and its subsidiaries, including their respective principal executive officers and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure to be made and (iii) such disclosure controls and procedures are effective in all material respects to perform the functions for which they were established.

(3) Since the date of the most recent balance sheet of the Company and its consolidated subsidiaries reviewed or audited by Ernst & Young LLP, (i) the Company has not been advised of (A) any significant deficiencies in the design or operation of internal controls that could adversely affect the ability of the Company and each of its subsidiaries to record, process, summarize and report financial data, or any material weaknesses in internal controls or (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the internal controls of the Company and each of its subsidiaries, and (ii) since that date, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

(xxiii) Absence of Manipulation. Neither the Company nor any affiliate of the Company has taken, nor will the Company or any affiliate take, directly or indirectly, any action which is designed to or which has constituted or which would be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(xxiv) Authorization of Securities. The Securities to be issued and sold by the Company to the Underwriter hereunder have been duly authorized and, upon payment and delivery in accordance with this Agreement, will be validly issued, fully paid and non-assessable, will conform to the description thereof contained in the Prospectus, will be issued in compliance with federal and state securities laws and will be free and clear of statutory and contractual preemptive rights, resale rights, rights of first refusal and similar rights or any other Liens.

(b) *Officer's Certificates*. Any certificate signed by any officer of the Company or any of its subsidiaries delivered to the Underwriter or to counsel for the Underwriter shall be deemed a representation and warranty by the Company to the Underwriter as to the matters covered thereby.

SECTION 2. Sale and Delivery to Underwriter; Closing.

(a) *Purchase of Securities*. On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to the Underwriter, and the Underwriter agrees to purchase from the Company, at the price per share set forth in Schedule B, the number of Securities set forth in Schedule A opposite the name of the Underwriter.

(b) *Payment*. Payment of the purchase price for, and delivery of the Securities shall be made at the offices of Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, Texas 75201, or at such other place as shall be agreed upon by the Underwriter and the Company, at 9:00 A.M. (Central time) on the third (fourth, if the pricing occurs after 4:30 P.M. (Eastern time) on any given day) business

day after the date hereof, or such other time not later than ten business days after such date as shall be agreed upon by the Underwriter and the Company (such time and date of payment and delivery being herein called "Closing Time").

Payment shall be made to the Company by wire transfer of immediately available funds to a bank account designated by the Company against delivery to the Underwriter of the Securities. Delivery of the Securities shall be made through the facilities of The Depository Trust Company unless the Underwriter shall otherwise instruct.

SECTION 3. Covenants of the Company. The Company covenants with the Underwriter as follows:

(a) *Compliance with Securities Regulations and Commission Requests*. The Company, subject to Section 3(b), will notify the Underwriter immediately (i) when any post-effective amendment to the Registration Statement shall become effective, or any supplement to the Prospectus or any amended Prospectus shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or any document incorporated by reference therein or for additional information, and (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of any preliminary prospectus, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes. The Company will promptly effect the filings necessary pursuant to Rule 424(b) and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) *Filing of Amendments*. The Company will give the Underwriter notice of its intention to file or prepare any amendment to the Registration Statement (including any filing under Rule 462(b)) or any amendment, supplement or revision to either the prospectus included in the Registration Statement at the time it became effective or to the Prospectus, whether pursuant to the 1933 Act, the 1934 Act or otherwise, will furnish the Underwriter with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such document to which the Underwriter or counsel for the Underwriter shall reasonably object.

(c) *Delivery of Registration Statements*. At the request of the Underwriter, the Company will deliver to the Underwriter and counsel for the Underwriter, without charge, copies of the signed Registration Statement as originally filed and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein) and copies of all signed consents and certificates of experts, and will also deliver to the Underwriter, without charge, a conformed copy of the Registration Statement as originally filed and of each amendment thereto (without exhibits). The copies of the Registration Statement and each amendment thereto furnished to the Underwriter will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) *Delivery of Prospectuses*. The Company has delivered to the Underwriter, without charge, as many copies of each preliminary prospectus as the Underwriter reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. The Company will furnish to the Underwriter, without charge, during the period when the Prospectus is required to be delivered under the 1933 Act, such number of copies of the Prospectus (as amended or

supplemented) as the Underwriter may reasonably request. The Prospectus and any amendments or supplements thereto furnished to the Underwriter will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(e) *Continued Compliance with Securities Laws.* The Company will comply with the 1933 Act and the 1933 Act Regulations and the 1934 Act and the rules and regulations of the Commission under the 1934 Act (the “1934 Act Regulations”) so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and in the Prospectus. If at any time when a prospectus is required by the 1933 Act to be delivered in connection with sales of the Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Underwriter or for the Company, to amend the Registration Statement or amend or supplement the Prospectus in order that the Prospectus will not include any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it shall be necessary, in the opinion of such counsel, at any such time to amend the Registration Statement or amend or supplement the Prospectus in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly prepare and file with the Commission, subject to Section 3(b), such amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement or the Prospectus comply with such requirements, and the Company will furnish to the Underwriter such number of copies of such amendment or supplement as the Underwriter may reasonably request.

(f) *Blue Sky Qualifications.* The Company will use its best efforts, in cooperation with the Underwriter, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions as the Underwriter may designate and to maintain such qualifications in effect for a period of not less than one year from the later of the effective date of the Registration Statement and any Rule 462(b) Registration Statement; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(g) *Rule 158.* The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(h) *Restriction on Sale of Securities.* During a period of 90 days from the date of the Prospectus, the Company will not, without the prior written consent of the Underwriter, (i) directly or indirectly, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any share of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or file any registration statement under the 1933 Act with respect to any of the foregoing or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Stock, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (A) the Securities to be sold hereunder, (B) any shares of Common Stock issued by the Company upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof, (C) any shares of Common Stock issued or options to purchase Common Stock granted pursuant to existing employee benefit plans of the Company referred to in the Prospectus or (D) any shares of Common Stock issued pursuant to any non-employee director stock plan.

(i) *Reporting Requirements.* The Company, during the period when the Prospectus is required to be delivered under the 1933 Act, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and the 1934 Act Regulations.

(j) *Use of Proceeds.* The Company will use the proceeds from the sale of the Securities in the manner described in the Prospectus under the caption "Use of Proceeds" and immediately following the Closing Time purchase the shares of Common Stock held by ConAgra Foods, Inc. in accordance with the terms and conditions of the Purchase and Amendment Agreement, dated as of the date of this Agreement, between the Company and ConAgra Foods, Inc, and such shares of Common Stock shall thereafter be cancelled and retired.

SECTION 4. Payment of Expenses.

(a) *Expenses.* The Company will pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits) as originally filed and of each amendment thereto, (ii) the preparation, printing and delivery to the Underwriter of this Agreement and such other documents as may be required in connection with the offering, purchase, sale, issuance or delivery of the Securities, (iii) the transfer and delivery of the certificates for the Securities to the Underwriter (other than stamp duties, capital duties and stock transfer taxes, if any, payable upon the sale of the Securities to the Underwriter), (iv) the fees and disbursements of the Company's counsel, accountants and other advisors, (v) the qualification of the Securities under securities laws in accordance with the provisions of Section 3(f) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriter in connection therewith and in connection with the preparation of the Blue Sky Survey and any supplement thereto, (vi) the printing and delivery to the Underwriter of copies of each preliminary prospectus and of the Prospectus and any amendments or supplements thereto, (vii) the preparation, printing and delivery to the Underwriter of copies of the Blue Sky Survey and any supplement thereto and (viii) the fees and expenses of any transfer agent or registrar for the Securities.

(b) *Termination of Agreement.* If this Agreement is terminated by the Underwriter in accordance with the provisions of Section 5 hereof, the Company shall reimburse the Underwriter for all of its out of pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriter.

SECTION 5. Conditions of Underwriter's Obligations. The obligations of the Underwriter hereunder are subject to the accuracy of the representations and warranties of the Company contained in Section 1 hereof or in certificates of any officer of the Company or any subsidiary of the Company delivered pursuant to the provisions hereof, to the performance by the Company of its covenants and other obligations hereunder, and to the following further conditions:

(a) *Effectiveness of Registration Statement.* The Registration Statement, including any Rule 462(b) Registration Statement, has become effective and at Closing Time no stop order suspending the effectiveness of the Registration Statement shall have been issued under the 1933 Act or proceedings therefor initiated or threatened by the Commission, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriter. The Prospectus shall have been filed with the Commission in accordance with Rule 424(b).

(b) *Opinion of Counsel for Company.* At Closing Time, the Underwriter shall have received the opinion, dated as of Closing Time, of Baker & McKenzie LLP, counsel for the Company, in form and

substance satisfactory to counsel for the Underwriter, to the effect set forth in Exhibit A hereto and to such further effect as counsel to the Underwriter may reasonably request.

(c) *Opinion of Counsel for Underwriter.* At Closing Time, the Underwriter shall have received the opinion, dated as of Closing Time, of Weil, Gotshal & Manges LLP, counsel for the Underwriter, in form and substance satisfactory to the Underwriter.

(d) *Officers' Certificate.* At Closing Time, there shall not have been, since the date hereof, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries taken as a whole, whether or not arising in the ordinary course of business, and the Underwriter shall have received a certificate of the President or a Vice President of the Company and of the chief financial or chief accounting officer of the Company, dated as of Closing Time, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties in Section 1(a) hereof are true and correct with the same force and effect as though expressly made at and as of Closing Time, (iii) the Company has complied in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to Closing Time, and (iv) the Company has not received any notice that any stop order suspending the effectiveness of the Registration Statement has been issued or that any proceedings for that purpose have been instituted or are pending or, to their knowledge, contemplated by the Commission.

(e) *Accountant's Comfort Letters.* The Underwriter shall have received from Ernst & Young LLP a letter in form and substance satisfactory to the Underwriter, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement and the Prospectus.

(f) *Bring-down Comfort Letters.* At Closing Time, the Underwriter shall have received from Ernst & Young LLP a letter, dated as of Closing Time, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (e) of this Section, except that the specified date referred to shall be a date not more than three business days prior to Closing Time.

(g) *Lock-up Agreements.* The Underwriter shall have received an agreement, dated the date of this Agreement, substantially in the form of Exhibit B hereto signed by the persons listed on Schedule D hereto.

(h) *Maintenance of Rating.* Since the execution of this Agreement, there shall not have been any decrease in the rating of any of the Company's securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the 1933 Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(i) *Approval of Listing.* The Securities have been approved for listing on the New York Stock Exchange.

(j) *Additional Documents.* At Closing Time counsel for the Underwriter shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Securities as herein contemplated shall be reasonably satisfactory in form and substance to the Underwriter and counsel for the Underwriter.

(k) *No Adverse Changes*. Except as described in the Prospectus, (i) neither the Company nor any of its subsidiaries shall have sustained, since the date of the latest audited financial statements included or incorporated by reference in the Prospectus (exclusive of any amendment or supplement thereto after the date hereof), any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree or (ii) since such date there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), results of operations, stockholders' equity, properties, management, business or prospects of the Company and its subsidiaries taken as a whole, the effect of which, in any such case described in clause (i) or (ii), is, in the good faith judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Securities being delivered at the Closing Time on the terms and in the manner contemplated in the Prospectus.

(l) *Termination of Agreement*. If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Underwriter by notice to the Company at any time at or prior to Closing Time, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 6, 7 and 8 shall survive any such termination and remain in full force and effect.

SECTION 6. Indemnification.

(a) *Indemnification of Underwriter*. The Company agrees to indemnify and hold harmless the Underwriter, its affiliates, as such term is defined in Rule 501(b) under the 1933 Act (each, an "Affiliate"), its selling agents and each person, if any, who controls the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact included in any preliminary prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 6(e) below) any such settlement is effected with the written consent of the Company;

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by the Underwriter), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by the Underwriter expressly for use in the Registration Statement (or any amendment thereto) or any preliminary prospectus or the Prospectus (or any amendment or supplement thereto); provided, further, that the foregoing indemnity with respect to any preliminary prospectus shall not inure to the benefit of the Underwriter to the extent that such loss, claim, damage, liability or judgment arises out of or is based upon any untrue statement or alleged untrue statement of any material fact contained in the preliminary prospectus, or caused by the omission or alleged omission to state in the preliminary prospectus a material fact required to be stated therein or necessary to make the statements therein not misleading if and only if: (i) the person asserting such loss, claim, damage, liability or judgment purchased Securities from the Underwriter and a copy of the Prospectus, as amended or supplemented, was not sent or given by or on behalf of the Underwriter to such person in any case where delivery to such person is required under the 1933 Act; (ii) the Company furnished to the Underwriter sufficient copies of the Prospectus, as amended or supplemented, on a timely basis to permit delivery of the Prospectus by the Underwriter to all persons at or prior to the delivery of the written confirmation of the sale of the Securities to such persons; and (iii) the disclosure contained in the Prospectus, as amended or supplemented, cured the defect in the preliminary prospectus giving rise to such loss, claim, damage, liability or judgment.

(b) *Indemnification of Company, Directors and Officers.* The Underwriter agrees to indemnify and hold harmless the Company, its directors, each of its officers who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto) or any preliminary prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by the Underwriter expressly for use in the Registration Statement (or any amendment thereto) or such preliminary prospectus or the Prospectus (or any amendment or supplement thereto).

(c) *Actions against Parties; Notification.* Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, which shall not be unreasonably withheld, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 6 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. An indemnified party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified

parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

SECTION 7. Contribution. If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriter on the other hand from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the Underwriter on the other hand in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company on the one hand and the Underwriter on the other hand in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company and the total underwriting discount received by the Underwriter, in each case as set forth on the cover of the Prospectus, bear to the aggregate initial public offering price of the Securities as set forth on the cover of the Prospectus.

The relative fault of the Company on the one hand and the Underwriter on the other hand shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Underwriter agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 7, the Underwriter shall not be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which the Underwriter has otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 7, each person, if any, who controls the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and the Underwriter's Affiliates and selling agents shall have the same rights to contribution as the Underwriter, and each director of the Company, each officer of the Company who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company.

SECTION 8. Representations, Warranties and Agreements to Survive. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company or any of its subsidiaries submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Underwriter or its Affiliates or selling agents, any person controlling the Underwriter, its officers or directors or any person controlling the Company and (ii) delivery of and payment for the Securities.

SECTION 9. Termination of Agreement.

(a) *Termination; General.* In addition to the termination rights of Section 5(l) hereof, the Underwriter may terminate this Agreement, by notice to the Company, at any time at or prior to the Closing Time if, subsequent to the execution and delivery of this Agreement, there shall have occurred any of the following: (i) trading in securities generally on the New York Stock Exchange or the American Stock Exchange or in the Nasdaq National Market, or trading in any securities of the Company on any exchange or in the Nasdaq National Market, shall have been suspended or materially limited or the settlement of such trading generally shall have been materially disrupted or minimum prices shall have been established on any such exchange or such market by the Commission, by such exchange or by any other regulatory body or governmental authority having jurisdiction, (ii) a banking moratorium shall have been declared by federal or New York state authorities, (iii) the United States shall have become engaged in hostilities, there shall have been an escalation in hostilities involving the United States or there shall have been a declaration of a national emergency or war by the United States or (iv) there shall have occurred such a material adverse change in general economic, political or financial conditions, including, without limitation, as a result of terrorist activities after the date hereof (or the effect of international conditions on the financial markets in the United States shall be such), as to make it, in the good faith judgment of the Underwriter, impracticable or inadvisable to proceed with the public offering or delivery of the Stock being delivered at the Closing Time on the terms and in the manner contemplated in the Prospectus.

(b) *Liabilities.* If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and provided that Sections 1, 6, 7 and 8 shall survive such termination and remain in full force and effect.

SECTION 10. Tax Disclosure. Notwithstanding any other provision of this Agreement, from the commencement of discussions with respect to the transactions contemplated hereby, the Company (and each employee, representative or other agent of the Company) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure (as such terms are used in Sections 6011, 6111 and 6112 of the U.S. Code and the Treasury Regulations promulgated thereunder) of the transactions contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided relating to such tax treatment and tax structure.

SECTION 11. No Fiduciary Duty. The Company acknowledges and agrees that in connection with this offering, sale of the Securities or any other services the Underwriter may be deemed to be providing hereunder, notwithstanding any preexisting relationship, advisory or otherwise, between the parties or any oral representations or assurances previously or subsequently made by the Underwriter: (i) no fiduciary or agency relationship between the Company and any other person, on the one hand, and the Underwriter, on the other, exists; (ii) the Underwriter is not acting as advisor, expert or otherwise, to the Company, including, without limitation, with respect to the determination of the public offering price of the Securities, and such relationship between the Company, on the one hand, and the Underwriter, on the other, is entirely and solely commercial, based on arms-length negotiations; (iii) any duties and obligations that the Underwriter may have to the Company shall be limited to those duties and obligations specifically stated herein; and (iv) the Underwriter and its respective affiliates may have interests that differ from those of the Company. The Company hereby waives any claims that the Company may have against the Underwriter with respect to any breach of fiduciary duty in connection with the offering of Securities contemplated by this Agreement.

SECTION 12. Research Independence. In addition, the Company acknowledges that the Underwriter's research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that such Underwriter's research analysts may hold and make statements or investment recommendations and/or publish research reports with respect to the Company and/or the offering that differ from the views of its investment bankers. The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the Underwriter with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Company by the Underwriter's investment banking division. The Company acknowledges that the Underwriter is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies which may be the subject of the transactions contemplated by this Agreement.

SECTION 13. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriter shall be directed to Lehman Brothers Inc., 745 Seventh Avenue, New York, New York 10019, Attention: Syndicate Registration (Fax: 646-497-4815), with a copy, in the case of any notice pursuant to Section 10(d), to the Director of Litigation, Office of the General Counsel, Lehman Brothers Inc., 399 Park Avenue, 10th Floor, New York, New York 10022 (Fax: 212-520-0421); and notices to the Company shall be directed to it at 4845 US Hwy 271 N., Pittsburg, Texas 75686-0093, Attention: Richard A. Cogdill.

SECTION 14. Parties. This Agreement shall inure to the benefit of and be binding upon the Underwriter, the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriter, the Company and their respective successors and the controlling persons and officers and directors referred to in Sections 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriter, the Company and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from the Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 15. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 16. TIME. TIME SHALL BE OF THE ESSENCE OF THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH HEREIN, SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

SECTION 18. Termination Date. To the extent the Closing Time has not occurred and the Underwriter has not purchased the Securities as contemplated by Section 2 of this Agreement or terminated this Agreement in accordance with Section 5(l) or Section 9 hereof, this Agreement shall automatically terminate on August 23, 2005 without any action being required by any of the parties and without liability of any party to any other party except as provided in Section 4 hereof; provided, that such termination shall not affect any rights a party may have against any other party arising as a result of a breach of this Agreement prior to such date; and provided further, that Sections 1, 6, 7 and 8 shall survive such termination and remain in full force and effect.

SECTION 19. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

[The Remainder of this Page Is Intentionally Left Blank]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Underwriter and the Company in accordance with its terms.

Very truly yours,

PILGRIM'S PRIDE CORPORATION

By /s/ Richard A. Cogdill
Executive Vice President
Chief Financial Officer,
Secretary and Treasurer

CONFIRMED AND ACCEPTED,
as of the date first above written:

LEHMAN BROTHERS INC.

By /s/ Peter J. Moses
Authorized Signatory
Managing Director

SIGNATURE PAGE TO UNDERWRITING AGREEMENT

SCHEDULE A

<u>Name of Underwriter</u>	<u>Number of Securities</u>
Lehman Brothers Inc.	15,443,054
Total	15,443,054

Schedule A-1

SCHEDULE B

PILGRIM'S PRIDE CORPORATION
15,443,054 Shares of Common Stock
(Par Value \$.01 Per Share)

1. The initial public offering price per share for the Securities, determined as provided in said Section 2, shall be \$34.65.

2. The purchase price per share for the Securities to be paid by the Underwriter shall be \$33.86, being an amount equal to the initial public offering price set forth above less \$0.79 per share.

Schedule B-1

SCHEDULE C

[List of subsidiaries]

1. COMERCIALIZADORA DE CARNES DE MEXICO S. DE R. L. DE C.V.
2. INCUBADORA HIDALGO S.A. DE C.V.
3. INMOBILIARIA AVICOLA PILGRIM'S PRIDE, S. DE R. L. DE C.V.
4. PILGRIM'S PRIDE S.A. DE C.V.
5. GALLINA PESADA S.A. DE C.V. (52% owned by Incubadora Hidalgo S.A. DE. C.V.)
6. PILGRIM'S PRIDE FUNDING CORPORATION
7. PPC OF DELAWARE BUSINESS TRUST
8. PILGRIM'S PRIDE MKTG, LTD.
9. PILGRIM'S PRIDE AFFORDABLE HOUSING CORPORATION
10. GRUPO PILGRIM'S PRIDE FUNDING HOLDINGS S. DE R.L. DE C.V.
11. GRUPO PILGRIM'S PRIDE FUNDING S. DE R.L. DE C.V.
12. VALLEY RAIL SERVICE, INC.
13. PILGRIM'S PRIDE OF NEVADA, INC.
14. PILGRIM'S PRIDE DUTCH FUNDING B.V.
17. SERVICIOS ADMINISTRATIVOS PILGRIM'S PRIDE S.A. DE C.V.
18. PFS DISTRIBUTION COMPANY
19. MAYFLOWER INSURANCE COMPANY
20. TO-RICOS, INC.
21. PILGRIM'S PRIDE CORPORATION OF WEST VIRGINIA, INC.
22. PPC TRANSPORTATION COMPANY
23. PILGRIM'S TURKEY COMPANY, LLC
23. AVICOLA PILGRIM'S PRIDE DE MEXICO, S.A. DE C.V.
24. OPERADORA DE PRODUCTOS AVÍCOLAS, S. DE R.L. DE C.V.
25. CARNES Y PRODUCTOS AVÍCOLAS DE MÉXICO, S. DE R.L. DE C.V.

Schedule C-1

SCHEDULE D

**[List of persons and entities
subject to lock-up]**

Lonnie "Bo" Pilgrim

Patricia R. Pilgrim

Lonnie K. Pilgrim

Pilgrim Interests Ltd.

PFCP, Ltd.

Schedule D-1

**FORM OF OPINION OF COMPANY'S COUNSEL
TO BE DELIVERED PURSUANT TO SECTION 5(b)**

(i) each of the Company and its subsidiaries that are listed on Schedule C to the Agreement and that are organized under the laws of the States of Delaware and Texas is a corporation, limited liability company, limited partnership or business trust validly existing and, in the case of any such corporation or business trust, in good standing under the laws of its jurisdiction of incorporation or formation and has the power and authority to carry on its business as described in the Prospectus and to own, lease and operate its properties;

(ii) the Company is duly qualified and is in good standing as a foreign corporation in the States of Arkansas, Georgia, Kentucky, North Carolina, Tennessee and Texas;

(iii) all of the Securities have been duly authorized and validly issued and are fully paid and non-assessable and were not issued in violation of any preemptive rights pursuant to statute or the Company's Certificate of Incorporation or, to this firm's knowledge, other rights to subscribe for or purchase any of the Securities;

(iv) the authorized capital stock of the Company conforms as to legal matters to the description thereof contained in the Prospectus;

(v) to this firm's knowledge, all of the outstanding shares of capital stock, limited liability company or partnership interests or other ownership interests, as applicable, of each of the Company's subsidiaries that are listed on Schedule C to the Agreement are owned by the Company (except as indicated on Schedule C to the Agreement), directly or indirectly through one or more subsidiaries free and clear of any security interest, mortgage, pledge, lien, or claim, and all of the outstanding shares of capital stock of each of the Company's corporate subsidiaries that are listed on Schedule C to the Agreement have been duly authorized and validly issued and are fully paid and non-assessable;

(vi) the Agreement has been duly authorized, executed and delivered by the Company;

(vii) the Registration Statement has been declared effective under the 1933 Act; any required filing of the Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); and, to this firm's knowledge, no stop order suspending its effectiveness has been issued and no proceedings for that purpose have been instituted or are pending before or threatened by the Commission;

(viii) the Registration Statement, the Prospectus, excluding the documents incorporated by reference therein, and each amendment or supplement to the Registration Statement and Prospectus, excluding the documents incorporated by reference therein, as of their respective effective or issue dates (other than the financial statements and financial data included therein or omitted therefrom, as to which we express no opinion) complied as to form in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations;

(ix) the documents incorporated by reference in the Prospectus (other than the financial statements and financial data included therein or omitted therefrom, as to which we express

no opinion), when they were filed with the Commission complied as to form in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission thereunder;

(x) the information in the Prospectus under “Description of Equity Securities—Common Stock,” and in the Registration Statement under Item 15, insofar as such information constitutes a summary of the legal matters, documents or proceedings referred to therein, fairly present the information called for with respect to such legal matters, documents and proceedings.

(xi) the execution, delivery and performance of the Agreement by the Company, the compliance by the Company with all the provisions of the Agreement and the consummation by the Company of the transactions contemplated thereby will not (A) require any consent, approval, authorization or other order of, or qualification with, any federal, Delaware corporate, New York or Texas court or governmental body or agency (except such as may be required under the securities or Blue Sky laws of the various states), (B) violate or constitute a breach of any of the terms or provisions of, or a default under, the charter or by-laws of the Company or any of its subsidiaries or any indenture, loan agreement, mortgage, lease or other agreement or instrument that is material to the Company and its subsidiaries, taken as a whole, to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or their respective property is bound and of which this firm is aware, except for violations, breaches or defaults which could not reasonably be expected to have a material adverse effect on the business, properties or financial condition of the Company and its subsidiaries, taken as a whole, (C) violate any applicable federal, Delaware corporate, New York or Texas law, rule or regulation (other than federal or state securities or Blue Sky laws, rules or regulations, as to which this firm expresses no opinion) or, to this firm’s knowledge, any judgment, order or decree of any court or any governmental body or agency having jurisdiction over the Company, any of its subsidiaries or their respective property, or (D) to this firm’s knowledge, result in the imposition or creation of (or the obligation to create or impose) a security interest, mortgage, pledge, lien, or claim under any agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or their respective property is bound;

(xii) this firm does not know of any legal or governmental proceedings pending or threatened to which the Company or any of its subsidiaries is or could be a party or to which any of their respective property is or could be subject that are required to be described in the Registration Statement or the Prospectus and are not so described as required, or of any statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not so described or filed as required;

(xiii) the Company is not and, after giving effect to the offering and sale of the Securities, will not be, an “investment company” as such term is defined in the Investment Company Act of 1940, as amended;

(xiv) except as otherwise set forth in the Prospectus, to this firm’s knowledge, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the 1933 Act with respect to any securities of the Company or to require the Company to include such securities with the Securities registered pursuant to the Registration Statement; and

This firm has participated in conferences with directors, officers and other representatives of the Company, representatives of the independent public accountants for the Company, representatives of the Underwriter, and counsel for the Underwriter, at which conferences the contents of the Registration Statement, as amended, the Prospectus and related matters were discussed, and although this firm has not independently verified and is not passing upon and assumes no responsibility for the accuracy,

completeness or fairness of the statements contained in the Registration Statement, as amended, or the Prospectus, no facts have come to this firm's attention that lead this firm to believe that the Registration Statement, as amended, on the effective date thereof or the date hereof, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading, or that the Prospectus, on the date thereof or on the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading (it being understood that this firm expresses no view with respect to the financial statements and notes thereto, the financial statement schedules and the other financial and accounting data included in the Registration Statement, as amended, or the Prospectus).

In rendering the opinions set forth in Paragraphs (i) and (ii), this firm has relied solely on certificates of authorities in the States of Delaware, Arkansas, Georgia, Kentucky, North Carolina, Tennessee and Texas, copies of which have been furnished to you.

In rendering the opinions set forth above, this firm has relied as to factual matters (including materiality) upon certificates of appropriate officers of the Company. In rendering the opinion set forth in paragraph (xii), this firm has not conducted any analysis of compliance with any numeric or financial standards contained in any indenture, loan agreement, mortgage, lease or other agreement or instrument and this firm expresses no opinion with respect thereto or the effects thereof.

The opinions expressed herein are limited to the federal laws of the United States of America, the laws of the State of Texas and the General Corporation Law of the State of Delaware, except in the case of paragraphs (vi) and (xi) above, which include the laws of the State of New York. You should be aware that this firm is not admitted to the practice of law in the State of Delaware and the opinions herein as to the General Corporation Law of the State of Delaware are based upon the unofficial compilation thereof contained in Aspen Law & Business *Delaware Laws Affecting Business Entities Annotated*, 2005 Spring Edition.

The qualification of any opinion or statement herein by the use of the words "to this firm's knowledge," "known to this firm," "of which this firm is aware" or similar phrase means that during the course of representation as described in this opinion, no information has come to the attention of the attorneys of this firm involved in the transactions described which would give such attorneys current actual knowledge of the existence of the facts so qualified. Except as set forth herein, we have not undertaken any investigation to determine the existence of such facts, and no inference as to our knowledge thereof shall be drawn from the fact of our representation of any party or otherwise.

Although we have acted as counsel to the Company in connection with certain matters other than the offering of the Securities, our engagement is limited to certain matters as to which we have been consulted. Consequently, there exist matters of a factual or legal nature involving the Company or its subsidiaries in connection with which we have not been consulted and have not represented the Company.

Without this firm's prior written consent, this opinion may not be relied upon by any person or entity other than you, may not be quoted in whole or in part or otherwise referred to in any report or document, and may not be furnished to any other person or entity (other than your legal counsel or employees).

This firm disclaims any duty to advise you regarding any changes in, or otherwise communicate with you with respect to, the matters addressed herein after the date hereof.

Respectfully submitted,

BAKER & MCKENZIE LLP

August 3, 2005

LEHMAN BROTHERS INC.
745 Seventh Avenue
New York, New York 10019

Re: Proposed Public Offering by Pilgrim's Pride Corporation

Ladies and Gentlemen:

The undersigned, a stockholder [and an officer] of Pilgrim's Pride Corporation, a Delaware corporation (the "Company"), understands that Lehman Brothers Inc. (the "Underwriter") proposes to enter into an Underwriting Agreement (the "Agreement") with the Company providing for the public offering of shares (the "Securities") of the Company's common stock, par value \$.01 per share (the "Common Stock"). In recognition of the benefit that such an offering will confer upon the undersigned as a stockholder [and an officer] of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with the Underwriter that, during a period of 60 days from the date of the Agreement, the undersigned will not, without the prior written consent of the Underwriter, directly or indirectly, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any shares of the Company's Common Stock or any securities convertible into or exchangeable or exercisable for Common Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition, or file, or cause to be filed, any registration statement under the Securities Act of 1933, as amended, with respect to any of the foregoing (collectively, the "Lock-Up Securities") or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise.

Very truly yours,

Signature: _____

Print Name: _____

Baker & McKenzie LLP
2300 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201

August 4, 2005

Pilgrim's Pride Corporation
4845 US Highway 271 North
Pittsburg, Texas 75686-0093

Ladies and Gentlemen:

In connection with the issuance by Pilgrim's Pride Corporation, a Delaware corporation (the "Company"), of an aggregate of 15,443,054 shares (the "Shares") of its common stock, par value \$.01 per share, pursuant to (i) its Registration Statement on Form S-3 (Registration No. 333-117472) (the "Registration Statement"), which was filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and (ii) the related prospectus dated September 23, 2004, as supplemented by the prospectus supplement relating to the sale of the Shares dated August 3, 2005 (as so supplemented, the "Prospectus"), as filed by the Company with the Commission pursuant to Rule 424(b)(5) under the Act, certain legal matters with respect to the Shares are being passed upon for the Company by us. At your request, this opinion is being furnished to you for filing as Exhibit 5.1 to the Company's Current Report on Form 8-K to be filed with the Commission on the date hereof (the "Form 8-K").

We have examined originals, or copies certified or otherwise identified, of the Certificate of Incorporation and Bylaws of the Company, each as amended to date, the Underwriting Agreement, dated as of August 3, 2005, between the Company and Lehman Brothers Inc. relating to the sale of the Shares (the "Underwriting Agreement"), the Registration Statement, the Prospectus, corporate records of the Company, including minute books of the Company, as furnished to us by the Company, certificates of public officials and of representatives of the Company, statutes and other instruments and documents as a basis for the opinions hereinafter expressed. In giving such opinions, we have relied upon certificates of officers of the Company and of public officials with respect to the accuracy of the material factual matters contained in such certificates. In giving the opinions below, we have assumed that the signatures on all documents examined by us are genuine, that all documents submitted to us as originals are accurate and complete, that all documents submitted to us as copies are true and correct copies of the originals thereof and that all information submitted to us was accurate and complete.

On the basis of the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that the Shares have been duly authorized and, when issued and delivered against payment of the purchase price therefor in accordance with the Underwriting Agreement, will be validly issued, fully paid and nonassessable.

The opinions set forth above are limited in all respects to matters of the General Corporation Law of the State of Delaware. We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Form 8-K. We also consent to the references to our Firm under the heading "Legal Matters" in the Prospectus. In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Respectfully submitted,

Baker & McKenzie LLP

PURCHASE AND AMENDMENT AGREEMENT

This Purchase and Amendment Agreement (this "Agreement") is made and entered into as of August 3, 2005, by and between Pilgrim's Pride Corporation, a Delaware corporation (the "Company"), and ConAgra Foods, Inc., a Delaware corporation (the "Seller").

PRELIMINARY STATEMENTS

A. The Seller owns 15,443,054 shares of the issued and outstanding common stock, par value \$0.01 per share, of the Company (the "Common Stock").

B. Simultaneously herewith the Company is entering into an underwriting agreement (the "Underwriting Agreement") with one or more underwriters selected by the Company (the "Underwriter") pursuant to which the Company will issue and sell to the Underwriter for cash in connection with a firm commitment underwriting (the "Public Offering") up to 15,443,054 shares of Common Stock (the closing of such issuance and sale pursuant to the Underwriting Agreement is hereinafter referred to as the "Closing") and the date of such Closing is hereinafter referred to as the "Closing Date").

C. The Seller desires to sell and transfer to the Company, and the Company desires to purchase and redeem from the Seller, 15,443,054 shares of Common Stock, all on and subject to the terms and conditions set forth in this Agreement (such sale and purchase being hereinafter referred to as the "Purchase").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the parties agree as follows:

ARTICLE I**PURCHASE OF THE COMMON STOCK**

1.1 Purchase. On and subject to the terms and conditions of this Agreement, the Company agrees to purchase and redeem from the Seller, and the Seller agrees to sell, assign, transfer and convey to the Company, 15,443,054 shares of Common Stock (the "Shares") at a price equal to \$31.23735 per Share (the "Purchase Price").

1.2 Closing.

(a) Subject to satisfaction or waiver of the conditions set forth herein, the closing of the Purchase shall take place at the offices of Baker & McKenzie LLP, 2300 Trammell Crow Center, 2001 Ross Avenue, Dallas, Texas 75201 on the Closing Date concurrently with or promptly following the Closing (or at such other time or place as shall be mutually agreed upon by the parties hereto).

(b) At the closing of the Purchase, the Seller shall deliver to the Company the certificates representing the Shares, duly endorsed in blank or accompanied by separate stock

powers so endorsed in form and substance reasonably satisfactory to the Company, free and clear of any and all security interests, liens, pledges, claims, encumbrances or rights of third parties whatsoever other than restrictions under the Securities Act of 1933, as amended, and state securities laws.

(c) Immediately following the Closing and the Company's receipt of proceeds from the Public Offering, the Company shall deliver to the Seller by wire transfer in immediately available funds to an account designated in advance by the Seller (the number for which account shall have been furnished to Company at least one (1) business day prior to the Closing Date) an aggregate amount equal to the Purchase Price payable to the Seller, provided, however, if the timing of the Company's receipt of proceeds from the Public Offering makes it impractical to wire transfer the Purchase Price to the Seller on the Closing Date, then the Company shall wire transfer the Purchase Price to Seller promptly on the next business day following the Closing Date.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Company as follows:

2.1 Authorization of Transaction; Enforceability. The Seller has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by the Seller. This Agreement constitutes the valid and legally binding obligation of the Seller, enforceable in accordance with its terms and conditions.

2.2 Governmental Authorization. No consent, approval, authorization, order, license, registration or qualification of or with any Governmental Authority (as defined below) is required for the execution and delivery by the Seller of this Agreement, the performance by the Seller of its obligations hereunder and the consummation by the Seller of the transactions contemplated hereby, except such consents, approvals, authorizations, orders, licenses, registrations or qualifications which, if not obtained, would not, individually or in the aggregate, have a material adverse effect on the ability of the Seller to perform its obligations hereunder or consummate the transactions contemplated hereby on a timely basis. As used herein, the term "Governmental Authority" means any agency, bureau, commission, authority, department, official, political subdivision, tribunal or other instrumentality of any government, whether (a) regulatory, administrative or otherwise, (b) federal, state or local or (c) domestic or foreign.

2.3 Noncontravention. The execution and delivery by the Seller of this Agreement, the performance by the Seller of its obligations hereunder and the consummation by the Seller of the transactions contemplated hereby will not conflict with or result in a breach or violation of (a) any of the terms or provisions of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which the Seller or any of its subsidiaries is a party or by which the Seller or any of its subsidiaries is bound or to which any of their property or assets is subject, (b) any applicable law or statute or any order, rule or regulation of any Governmental Authority having jurisdiction over the Seller or any of its subsidiaries or any of their respective properties or (c) any provision of the certificate of incorporation or the bylaws of the Seller.

2.4 Shares. The Seller holds of record and beneficially good and valid title to the Shares, free and clear of any restrictions on transfer (other than any restrictions under the Securities Act of 1933, as amended, and state securities laws), security interests, liens, pledges,

claims and other encumbrances. Neither the Seller nor any of its subsidiaries hold any other shares of capital stock of the Company other than the Shares.

2.5 Vesting of Title. Upon consummation of the transactions contemplated by this Agreement and in accordance with the terms hereof, at the closing of the Purchase, the Company will have good title to the Shares free and clear of any and all security interests, liens, pledges, claims, encumbrances or rights of third parties whatsoever.

2.6 Independent Investigation; Other Considerations. The Seller (a) has the requisite knowledge, sophistication and experience in order to fairly evaluate a disposition of the Shares, including the risks associated therewith, and (b) has adequate information and has made its own independent investigation and evaluation to the extent it deems necessary or appropriate concerning the business, properties, results of operations and financial condition of Company and its subsidiaries taken as a whole to make an informed decision regarding the sale of the Shares pursuant to this Agreement. The Seller understands and acknowledges that the Company intends to sell its shares of Common Stock in the Public Offering at a price per share in excess of the Purchase Price received by the Seller hereunder. Seller acknowledges that: (i) the Company may be, and the Seller is proceeding on the assumption that the Company is, in possession of material, non-public information concerning the Company and its direct and indirect subsidiaries (the "Information") which is not or may not be known to the Seller and that the Company has not disclosed to the Seller; (ii) the Seller is voluntarily assuming all risks associated with the Purchase and expressly warrants and represents (x) other than the representations and warranties expressly made under this Agreement, the Company has not made, and the Seller disclaims the existence of or its reliance on, any representation by the Company concerning it, the Shares or the fairness of the Purchase Price and (y) it is not relying on any disclosure or non-disclosure made or not made, or the completeness thereof, in connection with or arising out of the Purchase, and therefore has no claims against the Company with respect thereto; (iii) if any such claim may exist, the Seller, recognizing its disclaimer of reliance and the Company's reliance on such disclaimer as a condition to entering into this Agreement, covenants and agrees not to assert it against the Company or any of its officers, directors, stockholders, partners, representatives, agents or affiliates; and (iv) the Company shall have no liability, and the Seller waives and releases any such claim that it might have against the Company or its officers, directors, stockholders, partners, representatives, agents and affiliates whether under applicable securities law or otherwise, based on the Company's knowledge, possession or non-disclosure to the Seller of the Information.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Seller as follows:

3.1 Authorization of Transaction; Enforceability. The Company has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by the Company. This Agreement constitutes the valid and legally binding obligation of the Company, enforceable in accordance with its terms and conditions.

3.2 Governmental Authorization. No consent, approval, authorization, order, license, registration or qualification of or with any Governmental Authority is required for the execution and delivery by Company of this Agreement, the performance by Company of its obligations hereunder and the consummation by Company of the transactions contemplated hereby, except

such consents, approvals, authorizations, orders, licenses, registrations or qualifications as have been obtained under the Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission, and as may be required under state securities or blue sky laws in connection with the Public Offering.

3.3 Noncontravention. The execution and delivery by Company of this Agreement, the performance by Company of its obligations hereunder and the consummation by Company of the transactions contemplated hereby will not conflict with or result in a breach or violation of (a) any of the terms or provisions of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of their property or assets is subject, (b) any applicable law or statute or any order, rule or regulation of any Governmental Authority having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, or (c) any provision of the certificate of incorporation or the bylaws of the Company.

ARTICLE IV CONDITIONS; TERMINATION

4.1 Conditions to Obligations of the Company. The obligation of the Company to purchase the Shares hereunder is subject to the satisfaction or waiver on or before the closing of the Purchase of each of the following conditions (any one or more of which may be waived in whole or in part by the Company):

(a) No Governmental Authority having jurisdiction over Seller, or any of its respective subsidiaries, shall have enacted, issued, promulgated, enforced or entered any law, decree, injunction or other order (whether temporary, preliminary or permanent) which is then in effect and has the effect of making the transactions contemplated herein illegal or otherwise prohibiting consummation of the transactions contemplated herein;

(b) The Closing shall have occurred or be concurrently occurring in accordance with the terms of the Underwriting Agreement (including the payment to the Company of the proceeds from such sale as contemplated thereby);

(c) The representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects on and as of the date hereof and on and as of the Closing Date as though made on and as of such date;

(d) The Seller shall have performed in all material respects all of its obligations hereunder required to be performed by it on or before the Closing Date;

(e) The Company shall have received a certificate signed by a duly authorized officer of the Seller to the effect set forth in Section 4.1(c) and (d) above;

(f) The Company shall have received a certificate of non-foreign status from Seller in the format required by Treas. Reg. 1.1445-5(b)(3)(ii)(D)(2) issued pursuant to Section 1445 of the United States Internal Revenue Code, as amended; and

(g) The Seller shall have delivered a properly completed W-9 to the Company.

4.2 Conditions to Obligations of the Seller. The obligation of the Seller to sell the Shares hereunder is subject to the satisfaction or waiver on or before the closing of the Purchase of each of the following conditions (any one or more of which may be waived in whole or in part by the Seller):

(a) No Governmental Authority having jurisdiction over the Company, or any of its respective subsidiaries, shall have enacted, issued, promulgated, enforced or entered any law, decree, injunction or other order (whether temporary, preliminary or permanent) which is then in effect and has the effect of making the transactions contemplated herein illegal or otherwise prohibiting consummation of the transactions contemplated herein;

(b) The representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects on and as of the date hereof and on and as of the Closing Date as though made on and as of such date;

(c) The Company shall have performed in all material respects all of its obligations hereunder required to be performed by it on or before the Closing Date; and

(d) The Seller shall have received a certificate signed by a duly authorized officer of the Company to the effect set forth in Section 4.2(b) and (c) above.

4.3 Termination. Notwithstanding any provision in this Agreement to the contrary, this Agreement (other than the terms of this Section 4.3, Article V and Article VI, which shall remain in full force and effect) shall terminate (a) upon the date upon which the parties hereto mutually agree in writing to terminate this Agreement, (b) upon the date on which the Underwriting Agreement is terminated in accordance with its terms or (c) if the closing of the Purchase does not occur on or before August 23, 2005, whichever occurs first. Upon termination of this Agreement in accordance with the terms contained herein none of the parties hereto nor any other person shall have any liability or further obligation arising out of this Agreement except for any liability resulting from the breach of this Agreement prior to termination; provided that notwithstanding the foregoing, the rights and obligations of the Seller and the Company under this Section 4.3, Article V and Article VI shall survive.

ARTICLE V AMENDMENTS TO SUPPLY AGREEMENTS

5.1. Amendment to ConAgra Supply Agreement. Effective as of August 1, 2005, the first sentence of Section 3(b) of the ConAgra Supply Agreement dated November 23, 2003, by and between the Seller and the Company (the "ConAgra Agreement"), is hereby amended and restated in its entirety to read as follows:

"All Products supplied to ConAgra and/or the ConAgra Operating Companies hereunder from the Batesville Facility shall be sold at Pilgrim's actual production cost (meat cost plus complex overhead) in producing Products at the Batesville Facility (which, as of the end of ConAgra's April 2003 monthly period was reported on ConAgra's Plant Costs – Consolidated with Debone Report for Period 1-11 of Fiscal Year 2003 (the "Plant Costs Report") as \$.4838 per pound) ("Pilgrim's Cost"), plus four cents (\$.04) per pound of Product; provided further that the maximum amount of Products that Pilgrim's and the Pilgrim Operating Companies shall be required to supply to ConAgra and the ConAgra Operating Companies hereunder from the Batesville Facility shall not

exceed 470,000 head per week of production and shall be in a 40-48 ounce weight range.”

5.2 Termination of Montgomery Supply Agreement. The parties acknowledge and confirm that the Montgomery Supply Agreement dated November 23, 2003, by and between the Seller and the Company (the “Montgomery Agreement”), has been terminated effective as of April 1, 2005 and is of no further force or effect and that, except for amounts owed by the parties to each other under the Montgomery Agreement, which amounts shall be paid in accordance with the terms of such Agreement, neither party has any rights, duties or obligations under the Montgomery Agreement; provided that Section 10 of the Montgomery Agreement shall survive through and including April 1, 2007.

5.3 Ratification. Except as expressly modified and superseded by the amendment set forth in Section 5.1 above, the terms and provisions of the ConAgra Agreement are ratified and confirmed and shall continue in full force and effect.

ARTICLE VI MISCELLANEOUS

6.1 Expenses. Each party hereto shall pay all of the costs, fees and expenses which each incurs incident to the preparation, execution and delivery of this Agreement and all other documents as contemplated by this Agreement and the performance of the obligations hereunder. For the avoidance of doubt, the Company (a) shall bear all fees and expenses with respect to the Public Offering, and (b) consents to the sale of the Securities by the Seller as expressly provided by the Agreement and waives any restrictions to such sale to the Company under the Registration Rights and Transfer Restriction Agreement.

6.2 Press Releases and Public Announcements. Either party may make any public disclosure it believes in good faith based on the advice of counsel is required to be made so as to not violate applicable law or any listing or trading agreement concerning its publicly-traded securities (in which case the parties will use reasonable efforts to advise the other prior to making the disclosure);

6.3 Entire Agreement. This Agreement, together with the Registration Rights and Transfer Restriction Agreement referenced below, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede any prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof; provided that the terms and provisions of that certain Registration Rights and Transfer Restriction Agreement dated November 23, 2003 by and among the Company, Lonnie A. Pilgrim, Lonnie K. Pilgrim and the Seller shall terminate upon the close of the Purchase and the payment of the Purchase Price to Seller in accordance with Section 1.2(c).

6.4 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Neither party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

6.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6.6 Headings; Construction. The headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require.

6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware and the federal laws of the United States of America without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware and the federal laws of the United States of America.

6.8 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each party. No waiver by either party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6.9 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

6.10 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be delivered by United States certified mail, postage pre-paid, or guaranteed overnight delivery by a recognized overnight delivery service, to the Company at 4845 US Hwy 271 N., Pittsburg, Texas 75686-0093, Facsimile 972-290-8950, Attention: Richard A. Cogdill, and to the Seller at One ConAgra Drive, Omaha, NE 68102, Facsimile 402-595-4469, Attention: Frank Sklarsky. Notices shall be deemed received three days following deposit in the United States mail, certified and postage pre-paid, one business day following deposit with a recognized overnight delivery service, when sent if by confirmed facsimile or upon receipt by the recipient if by personal delivery. Any party hereto may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

6.11 Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, this being in addition to any other remedy to which they are entitled at law or in equity.

6.12 Further Actions. The parties hereto agree that after the date of this Agreement, they will, from time to time, upon the reasonable request of the other party hereto, take such further action as such other party may reasonably request to carry out the intent of this Agreement and the transfer and sale of the Shares contemplated hereby.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PILGRIM'S PRIDE CORPORATION

By: /s/ Richard A. Cogdill
Richard A. Cogdill
Executive Vice President, Chief Financial
Officer, Secretary and Treasurer

CONAGRA FOODS, INC.

By: /s/ Owen Johnson
Owen Johnson
Executive Vice President and
Corporate Secretary